#### **AGREEMENT**

#### BETWEEN

# AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 31, LOCAL 3835, AFL-CIO

AND THE

#### COOK COUNTY ASSESSOR'S OFFICE AND COUNTY OF COOK

December 17, 2017 through November 30, 2020

Effective upon Approval by the Cook County Board of Commissioners

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS

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#### PREAMBLE

This collective bargaining agreement (hereinafter referred to as "this Agreement") is entered into between the Cook County Assessor's Office ("Assessor's Office") and the County of Cook ("Cook County") as the joint employer of the employees covered by this Agreement (hereinafter collectively referred to as "the Employer") and the American Federation of State, County and Municipal Employees, Council 31 ("AFSCME"), for and on behalf of AFSCME Local 3835, AFL-CIO (hereinafter referred to as "the Union").

# ARTICLE 1 RECOGNITION

#### Section 1.1: Representative Unit

Pursuant to the corrected certification of representative issued by the Illinois Local Labor Relations Board and dated March 3, 2008 nunc pro tunc February 7, 2008, the Employer recognizes the Union as the sole and exclusive collective bargaining representative for all permanent full-time and part-time employees in the Assessor's Office who are employed in the positions set forth in Appendix A, excluding any positions identified as excluded from the bargaining unit in such corrected certification and all supervisors, managerial employees, confidential employees and non-public employees as defined in the Illinois Public Labor Relations Act.

During the term of this Agreement, if the Employer creates a new position or reclassifies an existing position that is appropriate for inclusion in the bargaining unit, then such position shall be included in the bargaining unit. The Employer shall establish the qualifications and responsibilities for the new or reclassified position and shall provide the Union with timely notice of the new or reclassified position. The Employer shall meet with the Union upon request to negotiate the salary grade for such position prior to its implementation. If the parties are unable to agree on a salary grade, the Employer may establish and implement the salary grade for such position, and the Union may challenge the reasonableness of the salary grade through the grievance and arbitration procedure. If the dispute is submitted to arbitration, the arbitrator's authority shall be limited to the issue of whether the salary grade established by the Employer is reasonable based on the salary grades for comparable positions in the Assessor's Office.

# Section 1.2: Bargaining Unit Work

The Employer shall assign bargaining unit work to unit employees only, except where the Employer finds that the use of a unit employee is not otherwise practical. The Employer may use non-unit employees to perform unit work in emergencies; to train or instruct employees; to perform layout, demonstration, experimental or testing duties; to perform troubleshooting or where special knowledge is required; when unit employees are not available due to vacations or other absences or tardiness or because they are or will be occupied with other assignments; or to complete rush assignments. When non-unit employees perform unit work in completing their own work, such work will not be considered an inappropriate assignment of unit work.

# Section 1.3: Union Membership

During the orientation of new employees who are covered by this Agreement, the Employer shall provide the Union with an opportunity to present the benefits of Union membership to such employees and distribute copies of this Agreement to them. The terms and conditions for Union membership shall be governed by the Union's constitution and by-laws. The Employer recognizes an employee's legal right to choose whether or not to become a member of the Union and shall not discriminate against any employee based on his/her decision to exercise or refrain from exercising this right.

The Union shall be notified of New Employee Orientation (NEO) sessions conducted by the County. The County shall provide the Union with a minimum of one week's notice of the session. If new members of a Union bargaining unit attend the NEO session, the Union will be permitted up to one (1) hour during the NEO session to acquaint them with the collective bargaining agreement and the Union's role in administering it. This time will normally be scheduled at the end of the session, unless mutually agreed otherwise. Attendance during this phase of the NEO session will be without loss of pay.

The Union shall have the right to conduct union orientation for each new bargaining unit employee (and for bargaining unit employees transferring to a new position covered by a different local union) during the employee's first two weeks of employment in the bargaining unit or new position covered by a different local union at a time mutually agreeable to the parties, unless the Employer is conducting a new employee orientation within 2 weeks of the new employee's date of hire.

# Section 1.4: Dues Checkoff and Other Voluntary Union Deductions

- A. The Employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, and fees; and PEOPLE contributions. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions
- B. The Union is solely responsible for establishing the amount of each deduction listed in subsection (A). The Union shall advise the Employer in writing of any increase or decrease in the amount of a deduction at least forty-five (45) calendar days prior to the effective date of the increase or decrease. The Employer shall implement the increase or decrease during the first full payroll period on or after such effective date.
- C. The deductions authorized by this Section shall be remitted to the Union by the Employer accompanied by a list of the employees from whom deductions were made and the amount deducted from each employee. If an incorrect amount is deducted by the Employer, the Union shall refund the incorrect amount directly to the affected employee.
- D. An employee may terminate any of the deductions listed in subsection (A) by submitting a written revocation of his/her authorization for such deductions to both the Employer and the Union.

#### Section 1.5: Indemnification

The Union shall indemnify and hold harmless the Employer and its officers, employees and agents from and against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with this Agreement or in reliance on any list, notice, certification, affidavit or assignment furnished by the Union under this Agreement.

#### Section 1.6: Labor-Management Committee

For the purpose of conferring on matters of mutual interest that are not appropriately addressed through the grievance and arbitration procedure, the Union and the Employer agree to establish a labor-management committee that will meet upon the request of either party at mutually agreeable times and locations. Such matters of mutual interest include, but are not limited to, health and safety, training and education, the effectiveness and efficiency of the grievance and arbitration procedure, audits of positions and regradings. The Union and the Employer shall each designate no more than five (5) representatives to serve on the labor-management committee. The employee representatives designated by the Union shall be permitted to attend such meetings without loss of compensation. Prior to each meeting, the parties will cooperatively establish an agenda that includes the topics of discussion proposed by both parties.

The parties agree that time and attendance issues are appropriate for Labor/Management meetings.

#### Section 1.7: Meeting Rooms

Upon reasonable notice, the Employer will grant the Union access to available conference or break rooms for Union meetings to be held during non-work time, unless the granting of such access interferes with the Employer's conduct of business. The Union's use of such facilities is subject to the Employer's rules and regulations regarding the use of its conference and break rooms.

#### Section 1.8: Union Stewards

- A. The Union shall designate a reasonable number of Union stewards from among the employees in the bargaining unit whose duties will include the processing of grievances, assisting employees in the exercise of their rights under this Agreement and other duties as determined by the Union.
- B. The Union shall notify the Assessor's Office in writing of the names of such Union stewards as soon as they are designated with prompt written notice of any changes in such designees thereafter.
- C. A Union steward shall request permission from his/her immediate supervisor to be relieved from his/her work assignments for a mutually agreeable reasonable period to handle and process grievances at the appropriate steps of the grievance and arbitration procedure, and such permission will be granted as long as the Union steward's absence from his/her work assignments does not interfere with the Employer's operations. The policy and procedure established by this

subsection shall similarly apply to employees who desire to meet with Union stewards during the work day.

- D. Union stewards shall not be permanently reassigned or transferred based on their activities on behalf of the Union. Any permanent reassignment or transfer of a Union steward will be discussed with the Union prior to its implementation.
- E. After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed two days with pay to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for each steward who has not previously attended training. The Union shall provide proof of attendance.

# Section 1.9: AFSCME Representatives

The Union's representatives who intend to visit the Assessor's Office will provide sufficient notice by email or telephone to the Employer's Chief Legal Counsel or his/her designee of not less than twenty-four (24) hours, except in cases of emergency or in regard to meetings with representatives of the Assessor's Office at which the Union representative(s) will be in attendance. The Union's representatives shall be permitted to conduct Union business within the Assessor's Office, provided that the conduct of such business does not interfere with the Employer's operations or the employees' performance of work assignments. AFSCME representatives are expected to comply with any and all rules and regulations governing visitors to the Assessor's Office.

# Section 1.10: Exchange of Information

The Employer shall furnish the Union a list showing the name, phone number, home address, classification, work location, salary and salary grade, and last hiring date with the Employer of any employee in a bargaining unit title. The Employer shall provide the Union with the information electronically no more than two (2) times annually.

On a quarterly basis, the Employer will provide the Union with information electronically regarding the following: new hires; checkoff revocations; beginnings of leaves of absence or returns from such leaves; promotions; demotions; layoffs and recalls; reinstatements; suspensions; retirements; resignations; terminations; discharges; transfers; reclassifications; check off revocations; social security numbers and any other mutually agreed upon information. The Employer will provide the local union with information regarding new hired within the bargaining unit(s) within two (2) weeks of the effective date of the hire. Such intimation shall normal include name, job title, department, work location and shift if applicable.

Information provided to the Union shall be provided by electronic transmission where possible, subject to any applicable protocol. Information currently available to the Union shall continue to be provided to the Union by the Employer, provided such information is reasonably available.

The Employer shall post on-line on the Employer's intranet a list of bargaining unit employees showing classification, hiring date and work location every six (6) months. Within

thirty (30) calendar days after the date of posting, an employee must notify the Employer of any error in his/her last hiring date as it appears on the list or it will be considered correct and binding on the employee and the Union for the period of time.

The Employer shall have the same right to request and receive relevant information from the Union.

#### Section 1.11: Bulletin Boards

The Employer shall provide the Union with bulletin boards in non-public locations for the purpose of posting official notices and materials. Any notices or materials posted on such bulletin boards shall be signed by a Union steward or AFSCME representative and shall not be controversial, promotional, politically partisan, defamatory or obscene.

# ARTICLE 2 EQUAL EMPLOYMENT OPPORTUNITY

#### Section 2.1: Prohibition of Discrimination

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and beliefs or participation or non-participation in Union activities.

# Section 2.2: Accommodations Under Americans with Disabilities Act

- A. Whenever an employee or the Union on behalf of an employee requests an accommodation under the federal Americans with Disabilities Act ("ADA") or an accommodation for an employee is otherwise contemplated by the Employer, the Employer, the Union and the affected employee shall meet to discuss the matter.
- B. Any reasonable accommodation adopted by the Employer pursuant to its obligations under the ADA shall conform to the requirements of this Agreement whenever practical. Any reasonable accommodation that may conflict with the terms of this Agreement shall be discussed with the Union prior to its implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligations under the ADA, any rights of the Union and the rights of the affected employee. Neither the Employer nor the Union shall unreasonably withhold its consent to the reasonable accommodation of an employee.
- C. No provision in this Section requires the Employer to take any action that would violate the ADA or any other applicable statute or ordinance nor prevents the Employer from taking all actions necessary to comply with the applicable law.

#### ARTICLE 3 EMPLOYER AUTHORITY

#### Section 3.1: Management Rights

The Employer retains the exclusive right, authority and responsibility to manage its operations, develop its policies, determine the scope of its operations, adopt a budget and decide the manner in which it exercises its constitutional and statutory functions and otherwise fulfills its legal responsibilities. Except as may be restrained or limited by a specific and express provision of this Agreement, the Employer shall not be required to bargain collectively over matters of inherent managerial policy, including, but not limited to, the following areas of discretion: the functions of the Employer; the standards of services offered by the Employer; the Employer's overall budget; the Employer's organizational structure, including the creation, modification or elimination of departments, divisions, offices, sections and positions and the allocation or reallocation of the work to be performed therein; the decision to eliminate, subcontract, relocate or transfer work; the implementation of new technologies and methods of operation; the retention of consultants, specialists and other skilled professionals on a contract or project basis; the size and composition of the work force; the selection, examination and classification of new employees; the educational or training programs provided to employees; the direction and scheduling of employees; the assignment of work to employees whether on a straight-time or overtime basis; production and quality standards; the development and implementation of rules, regulations, policies and procedures governing employee conduct, job performance and other conditions of employment; and the evaluation, transfer, promotion, demotion, layoff, recall, discipline and discharge of employees. The Employer shall, however, be required to bargain collectively regarding matters of inherent managerial policy that directly impact the wages, hours and other terms and conditions of employment of employees in the bargaining unit.

## Section 3.2: Employer Obligation

No provision in this Agreement shall be construed to modify, eliminate or detract from the constitutional and statutory responsibilities and obligations of the Employer.

## Section 3.3: Subcontracting

The general policy of the Employer is to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency and economy.

In the event a Department intends, as part of the annual budget submission process, to propose the subcontracting of bargaining unit work, the Employer will notify the Union, in writing, of its intent to do so. Such notice shall be given no later than the commencement of the budget submission process.

In the event of a bona fide emergency that requires the temporary subcontracting of bargaining unit work, the Employer will provide the Union with as much notice as possible under the circumstances.

In all other instances, the Employer will notify the union, in writing, at least five (5) months prior to the commencement of subcontracting of bargaining unit work.

The Employer agrees that, at least thirty (30) days prior to the issuance of public notice for bids to subcontract any work request, for the purpose of discussing the reason(s) for subcontracting and proposing alternatives to the contemplated subcontracting. The Employer shall provide the Union, upon request, reasonably available and substantially pertinent information, including a cost comparison of the expenses the Employer projects it will incur over the term of the contract if the Employer continued to perform such services using bargaining unit employees compared to the expenses the Employer projects if a third party performed such services. Where the subcontracting is for reasons of efficiency, the Employer shall provide the Union, upon request, with information supporting the contention that the subcontracting is more efficient. The provision of information to the Union, or scheduling of meeting(s) at the request of the Union, pursuant to this paragraph shall not unreasonably delay the subcontracting process.

If the Employer subsequently decides to accept a bid, it shall notify the Union, in writing, at least thirty (30) days prior to entering into a contract, except in an emergency.

The timelines provided for in the two proceeding paragraphs are concurrent and not cumulative. For example, if the Union was provided five (5) months' notice on April 1, and the Employer acts in accordance with the other provisions of this Section, and work pursuant to the contract commences September 1, the timelines have been satisfied.

In the event the subcontracting goes forward, the Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

#### Section 3.4: Internal Policies and Procedures

This Agreement shall be construed consistently with any internal policies and procedures of the Assessor's Office regarding the subjects addressed herein. If this Agreement is silent on any such subject, then the internal policies and procedures shall govern. If this Agreement conflicts with any such subject, then the provisions of this Agreement shall govern.

#### ARTICLE 4 SENIORITY

#### Section 4.1: Probationary Period

A new employee or a former employee who is re-hired after a break in continuous service shall serve a six- (6-) month probationary period. A probationary employee who is absent during the probationary period shall have his/her probationary period extended by the number of days he/she was absent from work. A probationary employee shall work under the provisions of this Agreement without any seniority, but may be disciplined or discharged at any time without recourse to the grievance and arbitration procedure. If a probationary employee's employment continues beyond the probationary period, his/her seniority shall be calculated based on his/her date of hire as a probationary employee with the Employer.

# Section 4.2: Definitions of Seniority and Continuous Service

- A. An employee's seniority is defined as the length of his/her continuous full-time employment with the Assessor's Office in a bargaining unit position as measured from the anniversary date of his/her most recent date of hire as a full-time employee with the Assessor's Office to the present date. An employee's seniority shall be utilized in scheduling, filling vacancies, layoffs and recalls and for other preferential or competitive purposes as provided by this Agreement.
- B. An employee's continuous service is defined as the length of his/her continuous full-time employment with Cook County across all positions as measured from the anniversary date of his/her most recent date of hire as a full-time employee with Cook County to the present date. An employee's continuous service shall be utilized in calculating his/her vacation allowance, determining his/her eligibility for certain leaves of absence and verifying his/her entitlement to other fringe benefits that are based on overall length of continuous service.
- C. If two (2) employees have the same anniversary date, the employee with the lower Cook County employee number shall be considered to be the more senior employee.

# Section 4.3: Adjustment of Anniversary Date

The following periods of absence shall be deducted in computing an employee's seniority and continuous service and shall result in the adjustment of an employee's anniversary date forwards by the number of days necessary to account for the period of absence:

- A. Unpaid leaves of absence in excess of thirty (30) calendar days, unless otherwise required by law;
  - B. Suspensions; and
  - C. Absence from employment as a result of a layoff (1) for more than thirty (30) calendar days and no more than twelve (12) months for an employee with fewer than twelve (12) months of seniority or (2) for more than thirty (30) calendar days and no more than twenty-four (24) months for an employee with twelve (12) or more months of seniority.

# Section 4.4: Termination of Seniority and Continuous Service

An employee shall lose his/her seniority and suffer a break in continuous service in the following circumstances:

- A. Resignation;
- B. Retirement;
- C. Discharge for just cause;

- D. Absence for three (3) consecutive work days without notification to the Employer, unless the employee has an explanation for his/her failure to report the absence that is acceptable to the Employer;
- E. Failure to return to work following a vacation or leave of absence, unless the employee has an explanation for his/her failure to return that is acceptable to the Employer;
- F. Absence from employment as a result of a layoff (1) for more than twelve (12) months for an employee with fewer than twelve (12) months of seniority or (2) for more than twenty-four (24) months for an employee with twelve (12) or more months of seniority;
- G. Failure to contact the Employer within ten (10) business days after the date on which a notice of recall was sent by the Employer to the most recent address on record provided by the employee; and
- H. Engaging in gainful employment while on a leave of absence, unless the employee obtained advance approval for such employment from the Employer in writing.

#### Section 4.5: Seniority List

- A. Within sixty (60) calendar days of the effective date of this Agreement, the Employer shall submit either electronically or in print a seniority list to the Union that contains the following information regarding each bargaining unit member: name; address; position; work location; probationary status; Cook County employee number; and anniversary dates for seniority and continuous service purposes. The Employer shall simultaneously post a seniority list either electronically or in print for review by bargaining unit members that contains the following information regarding each bargaining unit member: name and anniversary dates for seniority and continuous service purposes. Within thirty (30) calendar days of the submission of the seniority list to the Union and the posting of such list for review by bargaining unit members, the Union or any bargaining unit member shall notify the Employer of any errors in the seniority list. Absent any notification from the Union or any bargaining unit member, the seniority list shall be considered accurate and binding on the Union and the bargaining unit members.
- B. After the initial seniority list is established, the Employer shall submit either electronically or in print a seniority list to the Union and post such list either electronically or in print for review by bargaining unit members in January and July of each calendar year, and the seniority list shall be verified by the Union and the bargaining unit members in accordance with the procedure outlined in this Section.

## Section 4.6: Return to Represented Unit

An employee who is transferred or promoted to a position outside of the bargaining unit and who later returns to a position in the bargaining unit shall upon his/her return be credited with the seniority that he/she had accrued prior to the transfer or promotion, regardless of whether the employee has returned to his/her previous position.

# ARTICLE 5 HOURS OF WORK AND OVERTIME

#### Section 5.1: Purpose of Article

The purpose of this Article is to define the regular work period in order to facilitate the establishment of work schedules and the calculation of overtime compensation or compensatory time off. This Article is not intended to create nor shall it be interpreted or construed as creating a minimum guarantee or limitation of the number of hours to be worked per day, per work week or during any defined period or any obligation to compensate employees in lieu of such hours.

#### Section 5.2: Regular Work Period

The regular work period for an employee shall be five (5) consecutive eight- (8-) hour work days scheduled on Monday through Friday for a total of forty (40) hours of work per work week. The regular work day for an employee shall begin at his/her scheduled starting time and shall end eight (8) consecutive hours thereafter.

#### Section 5.3: Meal Periods and Breaks

An employee is entitled to one (1) fifteen- (15-) minute break in the morning, a one- (1-) hour meal period midday and one (1) fifteen- (15-) minute break in the afternoon without loss of compensation. The meal period and breaks shall be scheduled by the Employer on a departmental basis in accordance with operational needs.

### Section 5.4: Changes in Work Schedules

- A. The Employer may grant an employee's request for a modified or flexible work schedule on a case-by-case basis depending on the bases for the request, the needs of the department and other factors pertinent to the establishment of a modified or flexible work schedule.
- B. The Employer may modify work schedules to accommodate temporary or seasonal operational needs and shall provide the affected employees and the Union with as much notice as is possible prior to implementing the modified work schedule.
- C. If the Employer intends to implement a permanent shift change for one (1) or more employees or decides to establish a new shift, the Employer shall provide the affected employees and the Union with at least thirty (30) calendar days' notice prior to implementing the modified work schedule. The Employer shall initially offer the modified work schedule to affected employees based on seniority. If the modified work schedule is not fully staffed through this process, then the Employer shall assign affected employees to the modified work schedule in inverse order of seniority.

## Section 5.5: Overtime Compensation

A. An employee shall be paid his/her regular hourly rate multiplied by one and one half (1.5) (i.e., time-and-one-half) for any approved hours actually worked over forty (40) in a

work week, unless such employee is not eligible for overtime compensation under federal or state law.

- B. Before any work is offered or assigned to employees on an overtime basis, the Employer may assign such work to employees who are qualified and available to work on a straight-time basis. In the event the work is to be offered or assigned on an overtime basis, the Employer shall distribute such overtime opportunities as equally as practical among the employees who generally perform the type of work required. An employee is required to work overtime when assigned, unless he/she is excused by the Employer for demonstrable good cause.
- C. The Employer shall maintain records of overtime distribution that will be available to the Union upon request.
- D. For the sole purpose of this Section, in determining whether an employee has worked forty (40) hours in a work week, an employee who is absent with approval during the work week and who remains in paid status during the period of approved absence shall be considered as working during such period of absence. Effective December 1, 2018, in determining whether an employee is entitled to overtime pay, hours in which the employee is in pay status because of benefit (PTO) time use for FMLA shall not count toward the applicable threshold of hours worked.
- E. No duplicating or pyramiding of overtime or other premium compensation is permitted; weekly overtime compensation or other premium compensation shall not be paid for the same hours worked.
- F. The exclusive remedy for any mis-assignment of overtime shall be the assignment of future overtime in such a manner that corrects the inequity.

## Section 5.6: Compensatory Time Off

- A. In lieu of overtime compensation, the Employer may grant to an employee who is eligible for overtime compensation under federal or state law compensatory time off at a rate of one and one half (1.5) hours for any approved overtime hours actually worked in excess of forty (40) in a work week in accordance with federal and state law.
- B. An employee may accumulate up to 240 hours of compensatory time off (i.e., the equivalent of 160 approved overtime hours worked); any approved overtime hours worked in excess of this limit will be compensated for in accordance with Section 5.5.
- C. Any employee who requests to use compensatory time off shall be permitted by the Employer to use such time within a reasonable period after the employee's request, provided that the use of such time does not unduly disrupt the operations of the Employer. Employees may also be required to use compensatory time off as permitted by law.
- D. An employee shall be paid for any unused compensatory time off in accordance with federal and state law upon his/her separation from employment.

# ARTICLE 6 FILLING VACANCIES

# Section 6.1: Definition of Recognized Vacancy

For the purpose of this Article, a vacancy in a bargaining unit position will be recognized by the Employer when (a) the incumbent employee is transferred, is promoted, is demoted, is suspended for more than thirty (30) calendar days, is discharged, resigns, retires, dies or is on a leave of absence such that the Employer may fill the position prior to the employee's return; and (b) the Employer decides that the vacancy should be filled on a permanent basis.

# Section 6.2: Temporary Assignment to Recognized Vacancy

The Employer may assign an employee to a recognized vacancy on an interim basis pending the outcome of the selection process established by this Article.

#### Section 6.3: Job Postings

The Employer shall post a recognized bargaining unit vacancy for at least ten (10) business days. The posting may be published either electronically or in print and shall identify the position, the position's salary grade and the qualifications, criteria for successful job performance in the position as established by the Employer and that the position is in a bargaining unit represented by AFSCME Council 31, followed by the Local Union number.

The Employer may also advertise the recognized bargaining unit vacancy externally to solicit a representative pool of candidates. All internal candidate(s) who meet the minimum qualifications for a bargaining unit vacancy for which he/she fully completes the application process shall receive an interview for that vacancy. In the event a position is assigned to a branch office, the Employer shall provide notice to employees in that position of the assignment, taking into consideration any unique and essential skills or certifications required by that position, and shall reassign employees on a voluntary basis, or if no volunteers, on the basis of reverse seniority.

#### Section 6.4: Selection Process

- A. The Employer shall select the most qualified candidate to fill a recognized vacancy based on the candidate's relevant and job-related qualifications, skills and abilities and performance evaluations and disciplinary record if applicable. If two (2) candidates' qualifications are relatively equal, then the Employer shall offer the position to an internal candidate before an external candidate or to the more senior of two (2) internal candidates.
- B. The Employer shall ensure that the methods employed to evaluate each candidate during the selection process are as standardized and quantifiable as possible and documented as appropriate for both objective and subjective criteria.
- C. The Employer will acknowledge receipt to an employee who applies to fill a recognized vacancy, and provide written notice to the employee should the employee not be the successful candidate. The Employer will provide the Union with the name of each candidate

selected no later than two (2) business days after the candidate's selection is approved by Cook County, and upon request, will provide the list of bargaining unit applicants to the Union after the approval.

- D. If the Union believes that the Employer violated Section 6.4(A), the following expedited dispute resolution procedure shall exclusively apply:
  - 1. The Union shall file a written request for review of the Employer's decision with either the Chief Deputy Assessor or the Director of Human Resources for the Assessor's Office within three (3) business days of the date of the notification required by subsection (C).
  - 2. The Chief Deputy Assessor, the Director of Human Resources or their designee will meet with the Union to discuss its concerns within three (3) business days of the filing of the written request for review.
  - 3. If the dispute remains unresolved, the Union may file a written demand for arbitration with the Chief Legal Counsel for the Assessor's Office and shall file such demand within three (3) business days of the meeting required by paragraph (2).
  - 4. Within three (3) business days of the filing of the written demand for arbitration, the parties shall mutually select an arbitrator who is able to resolve the dispute on an expedited basis.
  - 5. The sole issue before the arbitrator shall be whether the Employer selected the most qualified candidate pursuant to the standard set forth in subsection (A). In deciding this issue, the arbitrator shall give considerable weight to the hiring requirements as set forth in the job description and job posting at issue.
  - 6. The arbitrator shall issue an abbreviated written final opinion and order (including a remedy if any) within five (5) business days of the close of the hearing and shall issue a full written final opinion and order thereafter.
  - 7. The arbitrator's award shall be binding on both the Employer and the Union, provided that the arbitrator does not exceed his/her authority as defined in paragraph (5).
  - 8. The parties shall share equally the fees and expenses of the arbitrator and any other arbitration costs common to both parties. Each party shall be responsible for compensating its own attorneys and representatives.
  - 9. The established time limits in this expedited dispute resolution procedure may only be extended by mutual written agreement.

#### Section 6.5: Return to Prior Position

An employee who is awarded a recognized vacancy within the bargaining unit through the procedure established by this Article shall be subject to a ninety- (90-) calendar day evaluation period. During this evaluation period, the Employer has the right to return the employee to his/her prior position or a comparable position.

### Section 6.6: Exclusions from Procedure for Filling Vacancies

The procedure established by this Article does not apply to vacancies that will be filled through the following processes: recalls from layoff; demotions; appointments resulting from court, administrative or arbitral proceedings or settlements; or reassignments pursuant to the ADA.

# ARTICLE 7 EDUCATION AND TRAINING

#### Section 7.1: Cross-Training

An employee may submit a request for cross-training in a specific job function to his/her department head, and each department head shall maintain a record of such requests. When a department head decides to cross-train employees for a specific job function, he/she shall consider cross-training those employees who have requested such cross-training with due consideration given to the employees' seniority, but retains the right to select any employee for cross-training who is qualified for such cross-training and who best serves the Employer's operational needs.

#### Section 7.2: Educational Benefits

The Employer agrees to allocate funds for educational purposes in each year of this Agreement to be made available to all AFSCME bargaining unit employees employed by Cook County. The amount allocated shall be an aggregate total of \$40,000.00 for all such bargaining unit employees. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education centers and other training or technical institutions. Such coursework shall be employment-related. An employee may request funds up to an amount no greater than \$550.00 in a fiscal year. Approval for reimbursement shall be offered on an equitable basis. The educational benefits provided by this Section are intended to supplement existing educational benefits.

### Section 7.3: Training

It shall be the policy of the Employer to provide job related training consistent with the need for employees to maintain and improve the skills and knowledge required in the job classification to which an employee is assigned. Upon request, the Employer will provide a reasonable allowance of time for an employee to attend any job related training opportunity consistent with its operational needs.

# ARTICLE 8 DISCIPLINARY ACTION POLICY AND PROCEDURE

#### Section 8.1: Authority To Discipline

The Employer retains the exclusive right to establish, implement and modify reasonable rules and regulations governing employee conduct and performance and to discipline and discharge employees for just cause.

#### Section 8.2: Timing and Manner of Discipline

The Employer shall discipline employees only for just cause and as soon as practical after learning of the conduct or event that prompted the discipline and after having the opportunity to conduct a thorough investigation regarding such conduct or event. The investigation may or may not include an investigatory interview with the employee at issue. Any and all meetings with employees that are conducted as part of an investigation or that involve the issuance of a disciplinary penalty shall be conducted in a private setting.

#### Section 8.3: Disciplinary Penalties

A. The Employer's decision to discipline an employee will be based on fair and objective principles and will employ a method of progressive discipline when progressive discipline is appropriate. An employee may be disciplined through the following types of disciplinary action, which are not exclusive:

Verbal Reprimand Written Reprimand Suspension Discharge

- B. To determine the appropriate type and level of disciplinary penalty, the Employer will consider the following factors: the nature and severity of the conduct or event; the employee's qualifications, performance evaluations, disciplinary record, seniority and other job-related factors; the attitude and cooperation of the employee throughout the disciplinary process; whether progressive discipline is appropriate given the conduct or event; and any mitigating circumstances.
  - C. The parties agree suspensions shall be capped at thirty (30) days.

#### Section 8.4: Suspension Pending Investigation

The Employer may temporarily suspend an employee pending the results of a disciplinary investigation when the employee is reasonably believed to be dangerous or violent or when the allegations at issue are serious or may create a disruptive work environment. Prior to suspending the employee, the Employer shall conduct an emergency pre-suspension meeting during which the employee will be presented with the allegations against him/her and provided with an opportunity to respond to the allegations and offer evidence in contradiction or mitigation of such allegations. If the employee is discharged as a result of the disciplinary investigation or resigns prior to the conclusion of the disciplinary investigation, the employee shall not be entitled to wages and

benefits retroactive to the effective date of the suspension, unless the employee is reinstated and awarded such wages and benefits pursuant to the grievance and arbitration procedure.

#### Section 8.5: Right to Union Representation

An employee who reasonably believes he/she may be disciplined as a result of an investigatory interview has a right to Union representation upon request during the investigatory interview and shall be advised of this right by the Employer prior to the commencement of such investigatory interview. An employee who requests Union representation will be provided a sufficient period to arrange for such representation.

## Section 8.6: Retention and Use of Prior Disciplinary Records

- A. The Employer shall retain an employee's disciplinary record for the duration of his/her employment and as required by law thereafter.
- B. Unless otherwise required by law, the Employer may consider an employee's prior disciplinary record in future disciplinary proceedings and when evaluating his/her qualifications for transfer or promotion subject to the following conditions:
  - 1. A verbal reprimand shall be considered expunged from an employee's disciplinary record after twelve (12) months have passed following its issuance, provided that the employee has not been disciplined based on similar conduct or events within such twelve- (12-) month period;
  - 2. A written reprimand shall be considered expunged from an employee's disciplinary record after eighteen (18) months have passed following its issuance, provided that the employee has not been disciplined based on similar conduct or events within such eighteen- (18-) month period; and
  - 3. Suspensions may be considered in all future disciplinary proceedings and when evaluating an employee's qualifications for transfer or promotion with appropriate weight given to the passage of time between disciplinary actions, the relevance or similarity of the prior conduct or event and other appropriate factors relating to its evidentiary or probative value.

## Section 8.7: Training

The Employer will train its department heads, managers and supervisors in the administration of this Article.

# Section 8.8: Pre-disciplinary Meeting

There shall be a pre-disciplinary meeting for suspensions and discharges other than those predicated upon attendance points. The Employer shall notify the Union and the employee of a pre-disciplinary meeting, the reason for the meeting, and identify any witnesses whose testimony will be relied upon. During the pre-disciplinary meeting, the employee and/or the Union

representative shall be given an opportunity to rebut or clarify the charges which gave rise to the pre-disciplinary meeting.

#### ARTICLE 9 LAYOFF AND RECALL

#### Section 9.1: Definition of Layoff

A layoff is defined as the termination of an employee's employment with a right of recall for a period of twenty-four (24) months following the effective date of the layoff for an employee with fewer than seven (7) years of seniority or for a period of thirty-six (36) months following the effective date of the layoff for an employee with more than seven (7) years of seniority.

# Section 9.2: Implementation of Layoff

- A. If the layoff requires the elimination of positions within the bargaining unit, the Employer will notify the Union of the number and type of positions to be eliminated.
- B. The Employer initially will terminate the employment of any probationary or contract employees who are employed in the positions to be eliminated. The Employer will then lay off non-probationary employees in the positions to be eliminated in inverse order of seniority in such positions, unless the application of this provision would result in the layoff of a less senior employee who possesses a unique and essential skill or certification not possessed by a more senior employee.
- C. The Union and the affected employees shall be provided with at least thirty (30) calendar days' notice prior to the effective date of the layoff or as much notice as is practicable under the circumstances.
- D. At the time of the layoff, the Employer shall reassign employees who are scheduled for layoff to existing vacancies for which they are qualified after orientation and without specialized training based on seniority. If all employees who are scheduled for layoff are not reassigned through this process, the remaining employees shall have the following rights:
  - 1. Bumping Into Lower Classification
    - a. An employee subject to layoff may bump a less senior employee in the next lower classification in a job series within the employee's Department for which the employee meets the minimum qualifications of the position and has the then present ability to perform the required work after orientation and without specialized training, unless the application of this provision would result in the layoff of a less senior employee who possesses a unique and essential skill or certification not possessed by a more senior employee.
    - b. An employee subject to layoff who cannot bump pursuant to subsection 1(a) above may bump a less senior employee in the second lower classification in a job series within the employee's Department for which the employee meets the minimum qualifications of the position and has the then present

ability to perform the required work after orientation and without specialized training, unless the application of this provision would result in the layoff of a less senior employee who possesses a unique and essential skill or certification not possessed by a more senior employee.

#### 2. Bumping Into a Previously Held Title

- a. An employee subject to layoff who cannot bump pursuant to Subsections 1(a) or (b) above may bump a less senior employee in the job title which the employee most recently held within his/her current Department, even if not in his/her job series, for which the employee meets the minimum qualifications of the position and has the then present ability to perform the required work after orientation and without specialized training, unless the application of this provision would result in the layoff of a less senior employee who possesses a unique and essential skill or certification not possessed by a more senior employee.
- b. An employee subject to layoff who cannot bump pursuant to subsection 2(a) above may bump a less senior employee in any other job title within his/her current Department that he/she held for one (1) or more years within the current Department, even if not in their job series, for which the employee meets the minimum qualifications of the position and has the then present ability to perform the required work after orientation and without specialized training, unless the application of this provision would result in the layoff of a less senior employee who possesses a unique and essential skill or certification not possessed by a more senior employee.

The parties shall discuss the need for outplacement programs for employees who are not reassigned and laid off.

E. After a layoff of employees, the Employer may reassign remaining employees to other work locations, departments, divisions, offices or sections to rebalance the work force. The Employer shall initially offer reassignments to the remaining employees who are qualified for the positions after orientation and without specialized training based on seniority. If the work force is not fully rebalanced through this process, then the Employer shall transfer or reassign such employees in inverse order of seniority.

#### Section 9.3: Recalls from Layoffs

- A. An employee who has been laid off shall notify the Employer in writing of any change in his/her address within five (5) business days of such change.
- B. An employee who has been laid off shall have a recall right for the period defined in Section 9.1 to vacancies in his/her position at the time of the layoff or vacancies in other positions for which he/she is qualified after orientation and without specialized training. If more

than one (1) employee has a recall right to a vacancy, then the Employer shall recall the most senior employee.

- C. The Employer will notify an employee of his/her obligation to return to work by sending a notice of recall by certified mail to the most recent address on record provided by the employee. The sending of such notice to the most recent address on record fully and completely satisfies the Employer's obligation to notify the employee of the recall. The Employer will simultaneously provide a copy of the notice of recall to the Union.
- D. An employee shall lose all recall rights if he/she (1) fails to contact the Employer within ten (10) business days after the date on which the notice of recall was sent by the Employer to the most recent address on record provided by the employee; (2) is unqualified; or (3) declines the offer of recall to the employee's former position, or a position at the same grade and salary as the employee's former position. An employee who declines an offer of recall due to documented temporary medical incapacity will retain his/her right of recall for the remainder of the period defined in Section 9.1 An employee who declines an offer of recall because the offer of recall is to a position lower in grade and salary compared to the employee's previously held position will retain his/her right of recall for the remainder of the period defined in Section 9.1, but will be placed at the bottom of the recall list when the offer of recall is declined.
- E. Vacancies in Offices Under the President, in AFSCME represented classifications, to be made available to laid off employees (Local 3696 excluded), such vacancies will be offered in seniority order, the employee possesses the ability and fitness to perform the job and the vacancy is in a classification equal to or lower rated than the one from which the employee is laid off. This does not impact existing collective bargaining agreement to the extent it provides for broader application. Effective upon ratification.

# ARTICLE 10 BENEFIT DAYS AND VACATION

#### Section 10.1: Holidays

A. The Cook County Board of Commissioners has recognized the following paid holidays for all employees, except in emergencies and for necessary operations:

1.	New Year's Day	January 1
2.	Martin Luther King, Jr.'s Birthday	Third Monday in January
3.	Lincoln's Birthday	February 12
4.	Washington's Birthday	Third Monday in February
5.	Casimir Pulaski Day	First Monday in March
6.	Memorial Day	Last Monday in May
7.	Independence Day	July 4

8. Labor Day

First Monday in September

9. Columbus Day

Second Monday in October

10. Veteran's Day

November 11

11. Thanksgiving Day

Fourth Thursday in November

12. Christmas Day

December 25

- B. In addition to the twelve (12) holidays listed in subsection (A), any other day or part of a day shall be considered a holiday when recognized as a holiday by the Cook County Board of Commissioners.
- C. If a holiday falls on a Saturday, the preceding Friday shall be recognized as the holiday. If a holiday falls on a Sunday, the following Monday shall be recognized as the holiday.
- D. Except as provided in subsection (A), an employee shall not be required to work on a recognized holiday and shall be paid holiday pay in the amount of eight (8) hours at his/her straight-time hourly rate, provided that the employee if scheduled works his/her regular work day on both the work day preceding and the work day following the recognized holiday.
- E. An employee who is required to work on a recognized holiday shall be paid the holiday pay described in subsection (D) if eligible for such pay and time-and-one-half for the hours worked on the holiday. If the employee is not eligible for holiday pay, then the employee shall only be paid his/her straight-time hourly rate for the hours worked on the holiday, unless such hours worked constitute overtime under this Agreement.
- F. If a recognized holiday occurs during an employee's vacation, the employee shall not be charged a vacation day for the day of the recognized holiday.
- G. Any employee who schedules and is approved for an absence from the Office either the day before or the day after a holiday and the employee decides to come to work on the scheduled day off then the employee will be sent home.

# Section 10.2: Floating Holiday

- A. Each employee shall be granted one (1) floating holiday on December 1 of each calendar year to be used by the employee between December 1 and November 30 of each year.
- B. An employee may only schedule a floating holiday in the increment of one (1) eight- (8-) hour work day.
- C. Except in emergencies and for necessary operations, an employee shall not be required to work on a scheduled floating holiday and shall be paid holiday pay in accordance with Section 10.1(D). An employee who is required to work on a scheduled floating holiday shall reschedule his/her floating holiday at a later date and shall receive his/her straight-time hourly rate for the hours worked, unless such hours worked constitute overtime under this Agreement.

D. The carryover of a floating holiday will be allowed to the extent consistent with Cook County ordinances and Assessor's Office policies.

#### Section 10.3: Personal Days

- A. An employee accrues personal days by an amount of 1.2308 hours per payroll period up to a maximum of four (4) personal days each year.
- B. An employee may schedule a personal day in increments of either one (1) eight-(8-) hour work day or two (2) four- (4-) hour work periods.
- C. Except in emergencies and for necessary operations, an employee shall not be required to work on a scheduled personal day and shall be paid his/her straight-time hourly rate for the hours used as a personal day. An employee who is required to work on a scheduled personal day shall reschedule his/her personal day at a later date and shall receive his/her straight-time hourly rate for the hours worked, unless such hours worked constitute overtime under this Agreement.
- D. The carryover of personal days will be allowed to the extent consistent with Cook County ordinances and Assessor's Office policies.

#### Section 10.4: Vacation

A. An employee's vacation allowance is determined based on his/her continuous service and accrues by a specific amount each payroll period up to a maximum accumulation as follows:

Years of Continuous Service	Accrual Amount Per Payroll Period	Total Accrual <u>Per Year</u>	Maximum Accumulation
1 to 6	.3847 Days	10 Work Days	20 Work Days
7 to 14	.5770 Days	15 Work Days	30 Work Days
15+	.7693 Days	20 Work Days	40 Work Days

A new employee or an employee hired after a break in continuous service begins to accrue vacation on his/her date of hire and may request to use such vacation as it accrues. An employee must be in paid status for a minimum of five (5) work days per payroll period to accrue vacation during such period.

B. For the sole purpose of this Section, an employee (1) who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Water Reclamation District of Greater Chicago and/or the Chicago Board of Education and/or (2) who received duty disability benefits while on a leave of absence from employment with the Employer shall have the right to have such period or periods of continuous service or absence credited and counted for the purpose of computing the employee's years of full-time continuous service with the Employer, unless an alternate policy is established by Cook County ordinance.

- C. The Employer may establish reasonable controls on the number of employees who are permitted to schedule vacation during a particular period in each work location, department, division, office or section based on the Employer's operational needs, and such controls may include periods during which employees are not permitted to schedule any vacation (e.g., the period between the date on which tax bills are mailed and the due date for tax payments). If the Employer establishes additional dates where it will limit the number of blocked vacation requests, it will provide the Union with five (5) days' advance notice of these additional dates such that the Union will have the opportunity to bargain over the impact this may have on bargaining unit employees
- D. An employee must request and receive approval from the Assessor's Office prior to utilizing any vacation. If the employee's request is to use fewer than five (5) days of vacation, then he/she should submit a written request for such vacation to his/her immediate supervisor (and all other persons as designated by their immediate supervisor) no later than one (1) business day prior to the vacation. If the employee's request is to use five (5) or more days of vacation, then he/she should submit a written request for such vacation to his/her immediate supervisor no earlier than six (6) months and no later than ten (10) business days prior to the anticipated vacation.

A written request for Vacation Time may be submitted even though the employee has not accrued sufficient Vacation Time at the time the request is submitted. If the employee fails to have the requested Vacation Time when the vacation is taken, the employee shall have the option to use accrued Time Due or Personal Time in order to add to the accrued Vacation Time in the amount necessary to complete the length of time originally requested. Should the employee not have sufficient accrued Time Due or Personal Time to satisfy the entire vacation as originally requested, then the employee may 1) choose to shorten the period of the vacation accordingly; or 2) take the vacation as originally requested, without pay for any day or days for which the employee does not have Vacation Time, Time Due or Personal Time, with attendance points assessed.

- E. Within the parameters established by subsection (C), the Employer shall generally grant or deny vacation requests in the order in which they are received and shall respond to such requests within five (5) business days of their submission if submitted more than three (3) months prior to the anticipated vacation and within two (2) business days of their submission for all other vacation requests. In the event of a conflict in requests for particular vacation periods, the Employer will grant the vacation request of the more senior employee, unless compelling reasons exist for granting the request of a less senior employee.
- F. If an employee's vacation is interrupted by a death in the immediate family, any days within the vacation that qualify as bereavement leave shall not be charged as vacation days.
- G. An employee who is separated from employment for reasons other than a discharge for just cause shall be paid for any earned unused vacation at the employee's regular hourly rate at the time of separation. In the event of an employee's death, the employee's spouse or estate shall be entitled to receive the same compensation for the employee's earned unused vacation.
- H. Approved requests for Vacation Time, Personal Leave or 8 hours of Time Due must be rescinded in writing to the employee's immediate supervisor at least one (1) business day prior to the first day of the absence from the Office. Any employee who schedules and is approved for

an absence from the Office, but nevertheless decides to come to work on the scheduled day off will be sent home, except for situations outside the employee's control (e.g., a doctor canceling an appointment the afternoon before the scheduled day off).

#### ARTICLE 11 LEAVES OF ABSENCE

#### Section 11.1: General Provisions

- A. An employee may request a leave of absence by submitting such request in writing on an appropriate form if applicable to his/her immediate supervisor (and all other persons as designated by their immediate supervisor) and by otherwise complying with any procedure governing the type of leave requested. The written request shall state the type of leave, the purpose of the leave and the period of leave requested with beginning and ending dates and shall provide any additional information or certifications necessary to process the leave request.
- B. The Employer may deny an employee's request for a leave of absence if the employee's absence from employment during the period requested would interfere with the conduct of the Employer's business, unless the employee has the unconditional right to such leave under federal or state law.
- C. An employee who is on an unpaid leave of absence shall be required to utilize any accumulated compensatory time off during the period of unpaid leave prior to utilizing any other form of elective time. If an employee exhausts his/her accumulated compensatory time off, then he/she will have the option of utilizing other forms of available elective time, including vacation days, a floating holiday and personal days.
- D. An employee who has been absent from work for five (5) or more consecutive work days for any personal or familial health reason will be required to provide a diagnostic report from a physician or practitioner as proof of the personal or familial illness or injury and shall comply with all other applicable return to work requirements established by the Cook County Human Resources Department. For health-related absences of less than five (5) consecutive work days, the Employer may require the employee to provide a diagnostic report from a physician or practitioner as proof of the personal or familial illness or injury when the circumstances suggest that the employee did not have a valid health reason for the absence. The Employer may require any employee to submit to a medical examination in accordance with federal and state law or Cook County policy.
- E. Upon return from a leave of absence, an employee who has not suffered a break in continuous service shall be reinstated as follows:
  - 1. The employee shall be assigned either (a) to the same position he/she held at the time the leave began or to an equivalent position as required by law or (b) to the same position he/she held at the time the leave began if available, a comparable position if available or any vacant position for which he/she is qualified after orientation and without specialized training in this order of priority;

- 2. The employee may have his/her anniversary date adjusted to account for the period of absence in accordance with Section 4.3; and
- 3. The employee will be entitled to the compensation and benefits that he/she received at the time the leave began with a retroactive adjustment for any wage increases implemented while the employee was in paid status and without automatic progression on the salary schedule while the employee was in unpaid status.
- F. Depending on the type and length of leave of absence at issue, an employee on leave shall be required to contribute towards the cost of his/her health care coverage to maintain such coverage during the leave as required by Cook County policy. Arrangements for the payment of such costs through payroll deductions or otherwise must be made with the Employer prior to the beginning of the leave. If an employee fails to pay such costs, the Employer may cancel insurance benefits during the leave and then reinstate them upon the return from leave, subject to any waiting period and other rules and regulations as may be applicable to the insurance plan.
- G. The effect of a leave of absence on an employee's pension benefits shall be determined by the rules and regulations established by the County Employees' Annuity and Benefits Fund of Cook County.

#### Section 11.2: Regular Leave

An employee who is not affected by the leave of absence rules of Cook County may be granted an unpaid leave of absence in emergency situations by the Assessor's Office with the written approval of the Cook County Comptroller. Such leave shall be limited to one (1) month of leave for every full year of continuous service with Cook County up to a maximum of twelve (12) months.

## Section 11.3: Family and Medical Leave Act Leave

- A. Employees who are eligible for leave under the federal Family and Medical Leave Act ("FMLA") shall be entitled to twelve (12) or more work weeks of unpaid leave within a defined twelve- (12-) month period for the following purposes:
  - 1. Because of the birth of a child of the employee and to care for such child;
  - 2. Because of the placement of a child with the employee for adoption or foster care;
  - 3. To care for the spouse or a child or parent of the employee if such spouse, child or parent has a serious health condition;
  - 4. Because of a serious health condition that renders the employee unable to perform the functions of his/her position;
  - 5. To care for an injured service member of the U.S. Armed Forces who is the employee's spouse, child, parent or next of kin; or

- 6. Because of a qualifying exigency arising out of the fact that the employee's spouse, child or parent is on active duty or has been notified of any impending call or order to active duty in the U.S. Armed Forces in support of a contingency operation.
- B. An employee who is on a leave of absence that otherwise qualifies as leave under the FMLA (e.g., family responsibility leave, sick leave or maternity and paternity leave) shall have the periods of absence on such other leave charged to the employee's FMLA leave entitlement.

#### Section 11.4: Sick Leave

- A. An employee accrues paid sick leave by an amount of .4616 days per payroll period up to a maximum of twelve (12) work days per year. An employee must be in paid status for a minimum of five (5) work days per payroll period to accrue paid sick leave during such period. An employee may accumulate no more than 175 work days of paid sick leave.
- B. An employee may only use paid sick leave for non-occupational personal illness or injury and disability incidental to the employee's pregnancy; appointments with physicians, dentists or other recognized practitioners; maternity or paternity leave; or for leave related to a serious illness, disability or injury in the immediate family of the employee. Paid sick leave shall not be used for vacation purposes under any circumstances.
- C. The Employer shall maintain a record of each employee's accumulation and use of paid sick leave.
- D. The employee's separation from employment terminates all rights to accumulated paid sick leave.

## Section 11.5: Maternity and Paternity Leave

Employees, except those who have applied for and been granted paid Parental Leave, shall be granted maternity or paternity leaves of absence to cover periods of pregnancy, post-partum child care and adoption with regards to an employee or an employee's domestic partner or civil union partner. The length of such leave in general shall not exceed six (6) months, but may be renewed by the Department Head.

#### Section 11.6: Parental Leave

All full-time Employees shall be eligible for paid time off as a result of the birth or adoption of a child ("Parental Leave") under the following conditions. To be eligible for Parental Leave, an employee must apply for and be determined to be eligible for FMLA (Family and Medical Leave Act) leave. If an employee has FMLA coverage at the time he or she requests Parental Leave, and has utilized some or all of the allotted 480 hours of FMLA coverage, the employee will nevertheless be entitled to Parental Leave pursuant to all other provisions of this section and provided that the employee submits an FMLA certification form to support the request for Parental Leave.

Eligible employees are entitled to receive the following Parental Leave:

- Up to four (4) weeks of Parental Leave to a birth mother to recover from a non-surgical delivery; or
- Up to six (6) weeks of Parental Leave to a birth mother to recover from a surgical delivery;
   or
- Up to two (2) weeks of Parental Leave for the birth of a child or children to a spouse or domestic partner or civil union partner.

Parental Leave shall be administered in conjunction with the Family & Medical Leave Act and may be combined with other accrued paid time off such as vacation, personal, and or sick time to achieve the maximum amount of paid time off while taking FMLA leave. However, employees cannot use Parental Leave prior to the date of birth/adoption and must use Parental Leave in a continuous block of time beginning on the day of birth or adoption. An employee who qualifies for Parental Leave may be entitled to additional time off pursuant to the FMLA. Health insurance benefits for an employee receiving Parental Leave shall be maintained and administered under the same conditions as for an employee covered by FMLA.

Parental Leave shall be considered an alternative to Family Responsibility Leave, and an employee who chooses Parental Leave will not be eligible for additional leave pursuant to the Family Responsibility Leave provision in this Agreement.

#### Section 11.7: Family Responsibility Leave

In addition to Maternity and Paternity Leave (Article 11 Section 5) and/or Parental Leave (Article 11 Section 6), an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household shall, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work weeks unpaid leave for Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA") leave, i.e., up to twelve (12) weeks and meeting FMLA standards.

#### Section 11.8: Educational Leave

An unpaid leave of absence for a period not to exceed twelve (12) months may be granted to an employee who has at least two (2) years of seniority for the purpose of attending a recognized college, university, trade, technical or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the Employer. Such leave shall not be arbitrarily or capriciously denied and may be extended for good cause.

#### Section 11.9: Union Leave

A. An unpaid leave of absence not to exceed twelve (12) months will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union that requires a full-time absence from employment with the Employer. Such leave may be extended by mutual agreement of the parties.

- B. Employees duly elected as delegates of the Union may be allowed unpaid leave to attend national conferences and conventions of the Union not to exceed ten (10) work days for all employees.
- C. Elected delegates will be permitted to attend a state AFSCME convention once every other year without loss of compensation for two (2) work days, including travel time. The Union will be entitled to three (3) delegates for the state AFSCME convention. Approval of delegates to attend the state AFSCME convention under this provision is subject to the legitimate operational needs of the Employer.

#### Section 11.10: Military Leave

An eligible employee who requires leave from employment for purposes of military service shall be entitled to the compensation, benefits, restoration rights and other guarantees provided by the federal Uniformed Services Employment and Reemployment Rights Act, the Illinois Military Leave of Absence Act, the Local Government Employees Benefits Continuation Act, the Illinois Public Employee Armed Services Rights Act and any other applicable federal or state statute or local ordinance.

#### Section 11.11: Veterans' Conventions

An employee who is a delegate or an alternate delegate to a national or state convention of a recognized veterans' organization may request a leave of absence for the purpose of attending such convention, provided that an employee requesting such leave without loss of compensation must satisfy the following conditions: (A) the employee must be a delegate or an alternate delegate to the convention as established in the by-laws of the organization; (B) the employee must register with the credentials committee at the convention headquarters; (C) the employee's name must appear on the official delegate—alternate rolls that are filed in the state headquarters of his/her organization at the close of the convention; (D) the employee must have attended no other convention with a paid leave of absence during the fiscal year; and (E) upon returning from the convention, the employee must produce a registration card signed by a proper official of the convention indicating attendance.

#### Section 11.12: Jury Duty

An employee will be provided leave without loss of compensation for the purpose of responding to a summons for jury duty and for the duration of service on a jury, provided that the employee remits his/her jury compensation less any travel allowance to the Employer.

#### Section 11.13: Bereavement Leave

A. An employee will be granted leave without loss of compensation for up to three (3) work days to attend the funeral of a member of the employee's immediate family or household. Where death occurs in the immediate family and the funeral is to be held outside a one hundred fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days' pay.

- B. For the purpose of this Section, the employee's immediate family shall include his/her mother, father, spouse, child (including step child and foster child), brother, sister, grandchild, grandparent, spouse's parent or such persons who have reared the employee.
- C. To qualify for pay as provided herein, the employee must provide satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

#### Section 11.14: Other Leaves of Absence

An employee will be entitled to any other leaves of absence established by the Employer's policies or provided by federal or state statute or local ordinance, including, but not limited to, leave under the Illinois Family Military Leave Act, the Illinois School Visitation Rights Act and the Illinois Victims' Economic Security and Safety Act, in accordance with the terms and conditions established for such leave by such policies, statutes or ordinances.

#### ARTICLE 12 HEALTH AND SAFETY

The Employer shall endeavor to provide a healthy and safe work environment for all employees. Employees are equally responsible for promoting a healthy and safe work environment and for performing their assigned duties in accordance with applicable health and safety rules and regulations. Any employee who witnesses or is involved in a workplace accident or injury or who observes potentially unhealthy or unsafe working conditions shall immediately report such information to his/her immediate supervisor.

#### ARTICLE 13 GENERAL PROVISIONS

#### Section 13.1: Direct Deposit

The Employer will maintain a direct deposit program whereby an employee may elect to have his/her paycheck directly deposited into a bank account of his/her choice, provided that the bank is capable of receiving direct deposit.

#### Section 13.2: Personnel Records

The Employer shall maintain personnel records for employees and shall permit employees to inspect their personnel records in accordance with the Illinois Personnel Record Review Act. An employee who desires to inspect his/her personnel record shall submit a written request for such inspection to the Deputy of Human Resources, with a copy to his/her immediate supervisor.

Any information of an adverse employment nature which is unfounded, exonerated or otherwise not sustained shall not be used against an employee in any future proceedings. Information not related to an employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action shall not be placed in an

employee's personnel file or in a supervisor's working file. The Employer shall not knowingly place in the employee's personnel file information which is false.

#### Section 13.3: Substitution of Elective Time for Unapproved Absences

If an employee is permitted to utilize compensatory time off or other elective time (e.g., vacation days, a floating holiday or personal days) in lieu of being docked for an unapproved absence, the employee's use of compensatory time off or other elective time shall not prevent the Employer from recording the unapproved absence as an attendance violation and disciplining the employee if warranted pursuant to the Employer's attendance policy.

#### Section 13.4: Privacy

Except where required by law, the Employer shall not disclose to any non-governmental third party the home address, personal email, or telephone number of any bargaining unit employees. Disclosures required to process benefits or to third parties who provide services to the County or its employees shall be exempt from this provision.

#### Section 13.5: Recording/GPS/AVL Devices:

Use of video cameras, GPS, or other medium in support of discipline when medium supports any allegations of employee misconduct (to be included in all collective bargaining agreements).

In order to ensure the safety of Cook County employees and to promote efficiency and economy of operations, the County may install any recording medium in any of its facilities and Global Positioning System (GPS) or Automatic Vehicle Locator (AVL) on any of its vehicles and other equipment.

The purpose of the recording medium, GPS, or AVL is to ensure the safe and efficient use of County resources and not for the sole purpose of disciplining its employees. However, the recording, GPS, or AVL may be used in support of video, GPS or AVL equipment is used by the Employer to support employee discipline, the Union will be allowed the opportunity to view said evidence prior to the imposition of discipline, except in an emergency, and be afforded an appropriate time for rebuttal. Except where precluded by applicable confidentiality limitations, the Union customarily will be provided with a copy of the evidence.

The Union shall be allowed to review the recording medium, GPS, and/or AVL equipment.

The GPS, AVL, and/or recording medium shall not be used in a discriminatory or harassing manner.

#### ARTICLE 14 HEALTH AND WELFARE BENEFITS

Except as may be agreed upon by the parties in writing, the health and welfare benefits currently offered in Appendix C (attached) to employees in the bargaining unit shall remain unchanged and in effect through November 30, 2020 and shall thereafter remain unchanged and

in effect during the period in which Cook County negotiates successor collective bargaining agreements with all other AFSCME bargaining unit employees. In the event that such negotiations result in modifications of or amendments to Cook County's current health and welfare benefits, the agreed-upon modifications and amendments shall be applicable to employees in the bargaining unit on the same terms, conditions and effective dates as are applicable to all other AFSCME bargaining unit employees, including, but not limited to, the following benefit plans, policies and procedures: employee health care contributions; the AFSCME Personal Support Program; the dental plan; the vision plan; hospitalization benefits for new hires; the flexible benefits plan; life insurance; insurance claim disputes; benefits for part-time employees; health care benefits for domestic partners; insurance benefits for laid off employees; hospitalization insurance; disability benefits; the pension plan; tax shelters; and a mass transit benefit program. Children will be eligible for health insurance benefits in accordance with applicable state and federal law.

Effective Fiscal Year 2019, County will offer a short-term disability product.

#### **Personal Support Program**

In addition to the County's Employee Assistance Program, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program (PSP). Effective approval of this Agreement by the Cook County Board of Commissioners, the Employer agrees to pay thirty-four dollars (\$34.00) per year, per AFSCME bargaining unit member, to the AFSCME Benefit Plan and Trust to fund the PSP. Effective December 1, 2011, the Employer agrees to pay thirty-five dollars (\$35.00) per year, per AFSCME bargaining unit member, to the AFSCME Benefit Plan and Trust to fund the PSP.

The Union and Cook County share a mutual interest in improving bargaining unit members' knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the PSP.

When making a supervisory referral to an employee assistance program, supervisors shall inform employees that AFSCME's PSP is an acceptable option.

#### ARTICLE 15 RATES OF PAY

#### Section 15.1: General Wage Increases

A. The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective the first full pay period on or after ratification, a onetime \$1200.00 lump sum payment.

Effective the first full pay period on or after June 1, 2019. The pay rates for all classifications shall be increased by 2.00%.

Effective the first full pay period on or after June 1, 2020. The pay rates for all classifications shall be increased by 2.00%.

Effective FY19 the entry level rate for all classifications will be reduced by 10%.

- B. Effective the first full payroll period after December 1, 2008, any percentage wage increases or economic benefits and enhancements (including, but not limited to, bonuses, stipends, premium pay, allowances, reimbursements, paid leave, benefit days, vacation and educational benefits) agreed upon between and among Cook County and all other AFSCME bargaining unit employees effective on or after such date shall be applicable to employees in the bargaining unit on the same terms, conditions and effective dates as are applicable to such bargaining unit employees.
- C. The County acknowledges an obligation to pay employees in their proper classification and grade. In a case where an employee claims to be misclassified the parties shall determine how to proceed. In the event a job audit concludes that an employee is misclassified, the County shall act upon the result of the audit and do so within a reasonable time.

#### Section 15.2: Bilingual Pay

An employee who is bilingual or proficient in sign language and who is designated by the Employer as an employee who is required to provide interpretive assistance upon request shall receive an additional \$50.00 per month.

#### Section 15.3: Temporary Assignment Pay

Effective December 1, 2018, an employee who is directed by the Department Head, or the Department Head's designee to and does perform, or who is held accountable for the distinguishing duties or responsibilities of a higher rated job, within an AFSCME-represented bargaining unit, for two (2) weeks or more shall be paid at the higher rate for all such time from the first day of the assignment. For the purpose of calculation of payment, assignments of one-half (1/2) day or more shall be considered a full day. The Employer will equitably rotate such assignments on the basis of seniority among the employees at the work location who have the ability to do the job. The Employer shall not rotate employees in order to circumvent the payment provisions of this section.

Employees paid for acting in a higher-rated job shall be paid as if they had been promoted to the higher-rated job. Employees assigned to an equal or lower-rated position shall be paid their proper permanent classification rate.

The maximum time that a position may be filled through temporary assignment shall be four (4) months, except where the regular incumbent is on a leave of absence, in which case it shall six (6) months, after which time the Employer shall either discontinue the assignment or post the position as a vacancy. The time limits may be extended by mutual agreement of the Employer and the Union.

#### Section 15.3: Travel Reimbursement

An employee who is required to use a personally owned automobile during the course of his/her employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy.

# ARTICLE 16 GRIEVANCE AND ARBITRATION PROCEDURE

### Section 16.1: Grievance Defined

A grievance is defined as a dispute between the Union or an employee and the Employer with respect to the interpretation of, application of or compliance with the provisions of this Agreement.

# Section 16.2: Right to Union Representation

Employees may pursue grievances through Steps One and Two of the grievance procedure either individually or with representation by the Union. If an employee pursues a grievance without Union representation, a Union representative shall be permitted to attend grievance conferences, and any resolution of the grievance shall be consistent with this Agreement. Union stewards and employees shall be released from their job duties without loss of compensation to participate in grievance conferences conducted pursuant to the grievance procedure or to attend arbitration hearings as either a party or a witness.

#### Section 16.3: Grievance Procedure

Prior to filing a grievance, the Union or the employee shall sincerely and earnestly attempt to resolve the dispute on an informal basis with the employee's immediate supervisor before the dispute is formalized as a grievance. If this attempt to resolve the dispute is unsuccessful, then the following procedure shall apply:

Step One: A grievance shall be filed by the Union or the employee with the deputy, director or manager to whom the employee's immediate supervisor directly reports (hereinafter referred to as the "senior executive") within fifteen (15) business days following the date of the events or circumstances that form the basis for the grievance or the date on which such events or circumstances become known to the Union or the employee, whichever is earlier. All grievances shall be submitted on a form to be agreed upon by the parties and shall describe the facts that form the basis for the grievance, the specific provisions of the Agreement allegedly violated and the specific relief requested. Failure to identify a specific provision of the Agreement or specific remedy shall not prejudice either party. Within ten (10) business days of the filing of the grievance, the Union and/or the employee and the senior executive shall meet to discuss the basis for the grievance and explore a resolution to the dispute if appropriate. Within ten (10) business days following the meeting, the senior executive shall communicate his/her Step One Decision and the rationale for such decision in writing to the Union and the employee.

Step Two: If the Step One response is not satisfactory, the Union or the employee may pursue the grievance by submitting it to the Chief Deputy Assessor or his/her designee within ten (10) business days from the date the Step One Decision is provided to the Union or the date upon which the Step One Decision is due, whichever is earlier. Within ten (10) business days of the submission of the grievance, the Union and/or the employee and the Chief Deputy Assessor or his/her designee shall meet to discuss the basis for the grievance and explore a resolution to the dispute if appropriate. Within ten (10) business days following the meeting, the Chief Deputy Assessor or his/her designee shall communicate his/her Step Two Decision and the rationale for such decision in writing to the Union and the employee.

**Step Three:** If the Step Two response is not satisfactory, the Union only may appeal the grievance to arbitration by filing a demand for arbitration in writing with the Chief Legal Counsel for the Assessor's Office within thirty (30) calendar days following the date of the Step Two response. A grievance filed by the Employer may be initiated at Step Three and appealed directly to arbitration by filing a demand for arbitration with the Union.

## Section 16.4: Advanced Step Filing

If a grievance is based on the action or inaction of an authority above the senior executive as defined in Section 16.3, then the grievance may be filed directly with the Chief Deputy Assessor or his/her designee at Step Two.

### Section 16.5: Arbitration

- A. Within ten (10) business days of the filing of a demand for arbitration or the conclusion of any mediation, whichever is later, the parties shall attempt to select a mutually agreeable arbitrator. If the parties are unable to agree on an arbitrator, the parties shall request a panel of arbitrators from the Federal Mediation and Conciliation Service or any other appropriate and agreed-upon agency and shall select an arbitrator through an alternate striking process with the party who appealed the grievance to arbitration initially striking a name from the panel. After alternate striking by the parties, the name of the arbitrator that remains on the panel shall be the arbitrator. If the arbitrator selected is not available, then the parties will meet to determine the most efficient course of action to select an arbitrator.
- B. The parties shall schedule a hearing with the arbitrator within ten (10) business days following the arbitrator's appointment.
- C. The arbitrator shall not have the authority to amend, modify, nullify, ignore, disregard, add to or subtract from the provisions of this Agreement. The arbitrator shall only consider and decide the specific issue or issues appealed to arbitration and shall have no authority to decide any other issues. The arbitrator's decision shall be based upon his/her interpretation or application of the terms of this Agreement in light of the facts presented during the arbitration.
- D. Within sixty (60) calendar days of the adjournment of the hearing, the arbitrator shall issue a decision and opinion in writing. The arbitrator's decision shall be final and binding

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on the Union, the employee and the Employer, provided that the arbitrator does not exceed his/her authority as defined in this Agreement.

E. The Employer and the Union shall share equally the fees and expenses of the arbitrator and any other arbitration costs that are common to the parties. If an arbitration hearing date is postponed, the party responsible for the postponement shall be responsible for any charges submitted by the arbitrator. If the parties settle the grievance and cancel the arbitration hearing, the parties shall share equally any cancellation charges submitted by the arbitrator. Each party shall be responsible for compensating its own attorneys and representatives.

#### Section 16.6: Time Limits

The established time limits for processing grievances and demanding arbitration are essential to the efficiency and effectiveness of the grievance and arbitration procedure and may only be extended by mutual agreement of the parties. If the Employer neither meets with the Union or the employee nor responds to the grievance within the established time limits, the grievance may be advanced to Step Two by the Union or the employee or to Step Three by only the Union as the case may be. If the Union or the employee fails to file a Step One Grievance, Step Two Grievance or Demand for Arbitration within the established time limits, then the grievance shall be dismissed as untimely.

# ARTICLE 17 CONTINUITY OF OPERATION

## Section 17.1: Strike Prohibition

The Union will not cause, call, institute, participate in, sanction, ratify, encourage or permit its members to cause, call, institute, participate in or encourage in any way any work stoppage, strike, sympathy strike, picketing, slow down or any other concerted refusal to perform work for any reason or to honor any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations. No employee will participate in any such action during the term of this Agreement or any extension thereof.

# Section 17.2: Union Responsibility

If any action prohibited by this Article occurs, the Union shall immediately comply as follows:

- A. Publicly disavow such action by the employees or other persons involved;
- B. Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- C. Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and

D. Engage in such other measures as are reasonably appropriate to conform with the provisions of this Article, including compliance with reasonable requests by the Employer to accomplish this end.

# Section 17.3: Discharge of Violators

Any employee who engages in any action prohibited by this Article shall be subject to immediate discharge. In such circumstances, the employee or the Union on his/her behalf shall have no recourse to the grievance and arbitration procedure, except for the sole purpose of determining whether an employee in fact participated in the action prohibited by this Article. If an arbitrator concludes that the employee in fact participated in such action, the Employer's decision to discharge the employee may not be denied.

#### Section 17.4: Lock Out Prohibition

The Employer shall not lock out employees during the term of this Agreement or any extension thereof.

# Section 17.5: Reservation of Rights

In the event of any violation of this Article by the Employer or the Union, the affected party may pursue any legal or equitable remedy otherwise available, and the exhaustion of the grievance and arbitration procedure shall not be a condition precedent to the pursuit of any legal or equitable remedy.

# ARTICLE 18 LEGALITY CLAUSES

# Section 18.1: Complete Agreement

During the negotiations for this Agreement, each party had an unlimited right to submit demands and proposals with respect to any subject of collective bargaining. The agreements reached by the parties after the exercise of this right are set forth fully in this Agreement. For the duration of this Agreement, the Employer shall not be obligated to bargain collectively with respect to any issue that has been or may have been a subject of collective bargaining during these negotiations, regardless of whether such issue was raised or could have been raised or whether such issue is covered or excluded by the terms of this Agreement. This Agreement supersedes and cancels all prior practices and understandings between the parties, whether oral or written, unless expressly stated herein, including the neutrality agreement fully executed by the parties on December 12, 2006.

# Section 18.2: Savings and Severability

No provision of this Agreement is intended to violate any federal, state or local laws, regulations and rules. If any provision of this Agreement is determined to be unlawful or unenforceable by a court of competent jurisdiction or by virtue of any subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect. In

such circumstances, upon the request of either party, the parties shall meet promptly to negotiate a substitute provision for any provision declared or rendered unlawful or unenforceable.

# Section 18.3: Amendments to Agreement

The provisions of this Agreement may only be modified or amended during its term or any extension thereof through a written agreement executed by both parties.

# ARTICLE 19 DURATION AND TERMINATION

This Agreement shall become effective on December 17, 2017 and shall remain in effect through November 30, 20120 This Agreement shall automatically renew itself from year to year thereafter, unless either party submits a written notice to the other party not less than sixty (60) calendar days prior to the expiration date or any anniversary thereof that it desires to modify or terminate this Agreement. In the event such notice is submitted by either party, this Agreement shall remain in effect after the expiration date until a successor collective bargaining agreement has been reached or until either party submits written notice of cancellation to the other party at least five (5) business days prior to the effective date of the cancellation. Any notice submitted pursuant to this Article shall be delivered by registered or certified mail to the following addresses as appropriate:

Cook County Assessor's Office 118 North Clark Street, Room 300 Chicago, Illinois 60602

Office of the President Cook County Board of Commissioners 118 North Clark Street, Room 537 Chicago, Illinois 60602

AFSCME Council 31 29 North Wacker Drive, Suite 800 Chicago, Illinois 60606

Any notice of a change in address shall be delivered in the same fashion to the above addresses as appropriate.

FOR THE COOK COUNTY ASSESSOR'S OFFICE	FOR AFSCME COUNCIL 11, LOCAL 1835
Br. Thelle	By: MUNOSONG  Dated: 10/83/18
Dated: <u>/0-23 - 18</u>	Dated: 10 / 83 / 18
FOR THE COUNTY OF COOK	AFSCME COUNCIL 31, LOCAL 3833 BARGAINING TEAM
Dri Prechunse	
Dated:	
	n established and an
	APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS
	NOV 1 4 2018
	$C_{i,j}$ ), $R_{i,i-i-i-1,i-1,i-1}$ is surrection and anticipated the contract constraints and anticipated contract constraints and $R_{i,i-1}$

# APPENDIX A BARGAINING UNIT POSITIONS

Job Code	Grade	Title	
4895	9	Freedom Of Information Junior Specialist I	
4896		Receptionist I	
4883		Support Staff I	
4897	£	Supply Assistant I	
4898		Taxpayer Information Junior Specialist I	
4899	10 .	Freedom Of Information Junior Specialist II	
4900		Receptionist II	
4901		Support Staff II	
4902		Taxpayer Information Junior Specialist II	
4903	11	Freedom Of Information Junior Specialist III	
4904		Freedom of Information Specialist I	
4905		Receptionist III	
4906		Residential Junior Analyst	
4907		Residential Permit Analyst I	
4908		Supply Assistant II	
4909		Support Staff III	
4910	,	Taxpayer Information Junior Specialist III	
4911		Taxpayer Information Specialist I	
4912		Technical Review Specialist I	
4913	12	Administrative Assistant (Correspondence)	
4914		Freedom Of Information Junior Specialist IV	
4915		Freedom of Information Specialist II	
4916		Receptionist IV	
4917		Residential Permit Analyst II	
4918		Support Staff IV	
4919		Taxpayer Information Junior Specialist IV	
4920		Taxpayer Information Specialist II	
4921		Technical Review Specialist II	
4922	13	Administrative Assistant I (Assessor)	
4923		Division Junior Analyst I	
4924	,	Exempt Department Coordinator	

Job Code	Grade	Title	
4925		Freedom of Information Specialist III	
4926		I/C Valuations Junior Analyst	
4927		Liaison to Foreign Language Community	
4928	,	Liaison to Religious Institutions	
4929		Receptionist V	
4930		Records Management Specialist I	
4931		Residential Field Inspector	
4932		Residential Junior Analyst I	
4933	•	Residential Junior Field Inspector I	
4934		Residential Permit Analyst III	
4935		Senior Support Staff I	
4936	·	Supply Coordinator	
4937		Support Staff V	
4938		Taxpayer Information Senior Specialist I	
4939		Taxpayer Information Specialist III	
4940		Taxpayer Information Senior Specialist / Group Leader I	
4941		Technical Review Specialist III	
4942	14	Administrative Assistant II (Assessor)	
4943		Automation Coordinator	
4944		Division Analyst I	
4945		Division Junior Analyst II	
4946		Exempt Analyst I	
4947		Freedom of Information Specialist IV	
4884		I/C Valuations Junior Analyst I	
4948		Industrial Commercial Junior Field Inspector I	
4949		Junior Programmer I	
4950		Receptionist VI	
4951		Records Management Specialist II	
4885		Residential Analyst I	
4952		Residential Field Inspector I	
4953		Residential Field Workflow Coordinator	
4954		Residential Junior Analyst II	
4955		Residential Junior Field Inspector II	
4956		Residential Modeling Junior Analyst I	

Job Code	Grade	Title	
4957		Residential Permit Analyst IV	
4958		Senior Support Staff II	
4959		Specific Properties Analyst I	
4960		Support Staff VI	
4886		Taxpayer Information Senior Specialist II	
4961		Taxpayer Information Senior Specialist / Group Leader II	
4962		Taxpayer Information Specialist IV	
4963		Technical Review Residential Analyst I	
4964		Technical Review Specialist IV	
4965		Van Driver	
4966	15	Administrative Assistant III (Assessor)	
4967		Division Analyst II	
4968	:	Division Junior Analyst III	
4969		Exempt Analyst II	
4970		I/C Valuations Junior Analyst II	
4971		Industrial Commercial Junior Field Inspector II	
4972		Landmarks Analyst	
4973		Junior Programmer II	
4974		Records Management Specialist III	
4975		Residential Analyst II	
4976	. *	Residential Field Inspector II	
4977		Residential Junior Analyst III	
4978		Residential Junior Field Inspector III	
4979		Residential Modeling Junior Analyst II	
4980		Senior Support Staff III	
4981	:	Specific Properties Analyst II	
4982 ·		Taxpayer Advocate Analyst I	
4983		Taxpayer Information Specialist	
4984		Taxpayer Information Senior Specialist III	
4985		Taxpayer Information Senior Specialist / Group Leader III	
4986		Technical Review Residential Analyst II	
4987	16	Administrative Assistant IV (Assessor)	
4988		Affordable Housing Specialist	
4989		Automation Analyst I	

Job Code	Grade	Title	
4990		Division Analyst III	
4887		Division Senior Analyst I	
4991		Exempt Analyst III	
4992	.•	I/C Valuations Analyst I	
4993		I/C Valuations Junior Analyst III	
4994	,	I/C Valuations Support Staff Group Leader	
4995		Industrial Commercial Field Inspector I	
4996		Industrial Commercial Junior Field Inspector III	
4997		Junior Programmer III	
4998		Records Management Specialist IV	
4999		Research Analyst I	
5000		Residential Analyst III	
4888		Residential Field Inspector III	
4889		Residential Group Leader I	
5001		Residential Modeling Junior Analyst III	
5002		Residential Modeling Senior Analyst I	
4890		Residential Permit Group Leader	
5003	·	Residential Senior Analyst I	
5004		Residential Senior Field Inspector I	
5005		Senior Support Staff IV	
4891		Specific Properties Analyst III	
5006		Specific Properties Senior Analyst Í	
4892		Taxpayer Advocate Analyst II	
5007		Taxpayer Information Senior Specialist / Group Leader IV	
5008		Taxpayer Information Senior Specialist IV	
5009		Technical Review Industrial and Commercial Analyst I	
4893		Technical Review Residential Analyst III	
5010		Technical Review Support Staff Group Leader	
5011	17	Administrative Assistant V (Assessor)	
5012		Automation Analyst II	
5013		Division Analyst IV	
5014		Division Senior Analyst II	
5015		Exempt Analyst IV	
5016		I/C Valuations Analyst II	

5017	Job Code
5019         Industrial Commercial Junior Field Inspector IV           5020         Programmer I (Assessor)           5021         Junior Programmer IV           5022         Records Management Specialist V           5023         Research Analyst II           5024         Residential Analyst IV           5025         Residential Field Inspector IV           5026         Residential Group Leader II           5027         Residential Modeling Junior Analyst IV           5028         Residential Modeling Senior Analyst II           5029         Residential Senior Field Inspector II           5030         Residential Senior Field Inspector II           5031         Senior Support Staff V           5032         Specific Properties Analyst IV           5033         Specific Properties Senior Analyst II           5034         Systems Analyst I (Assessor)           5035         Taxpayer Advocate Analyst III           5036         Technical Review Industrial and Commercial Analyst II           5037         Technical Review Residential Analyst IV           5038         Township Assessor Liaison	5017
5020         Programmer I (Assessor)           5021         Junior Programmer IV           5022         Records Management Specialist V           5023         Research Analyst II           5024         Residential Analyst IV           5025         Residential Field Inspector IV           5026         Residential Group Leader II           5027         Residential Modeling Junior Analyst IV           5028         Residential Modeling Senior Analyst II           5029         Residential Senior Analyst II           5030         Residential Senior Field Inspector II           5031         Senior Support Staff V           5032         Specific Properties Analyst IV           5033         Specific Properties Senior Analyst II           5034         Systems Analyst I (Assessor)           5035         Taxpayer Advocate Analyst III           5036         Technical Review Industrial and Commercial Analyst II           5037         Technical Review Residential Analyst IV           5038         Township Assessor Liaison	5018
Solition   Solition	5019
Social Records Management Specialist V	5020
So23   Research Analyst II	5021
So24   Residential Analyst IV	5022
So25   Residential Field Inspector IV	5023
Social	5024
Solution   Residential Modeling Junior Analyst IV	5025
Source   Residential Modeling Senior Analyst II	5026
Solution   Residential Senior Analyst II	5027
5030Residential Senior Field Inspector II5031Senior Support Staff V5032Specific Properties Analyst IV5033Specific Properties Senior Analyst II5034Systems Analyst I (Assessor)5035Taxpayer Advocate Analyst III5036Technical Review Industrial and Commercial Analyst II5037Technical Review Residential Analyst IV5038Township Assessor Liaison	5028
5031Senior Support Staff V5032Specific Properties Analyst IV5033Specific Properties Senior Analyst II5034Systems Analyst I (Assessor)5035Taxpayer Advocate Analyst III5036Technical Review Industrial and Commercial Analyst II5037Technical Review Residential Analyst IV5038Township Assessor Liaison	5029
5032Specific Properties Analyst IV5033Specific Properties Senior Analyst II5034Systems Analyst I (Assessor)5035Taxpayer Advocate Analyst III5036Technical Review Industrial and Commercial Analyst II5037Technical Review Residential Analyst IV5038Township Assessor Liaison	5030
5033 Specific Properties Senior Analyst II 5034 Systems Analyst I (Assessor) 5035 Taxpayer Advocate Analyst III 5036 Technical Review Industrial and Commercial Analyst II 5037 Technical Review Residential Analyst IV 5038 Township Assessor Liaison	5031
5034 Systems Analyst I (Assessor)  5035 Taxpayer Advocate Analyst III  5036 Technical Review Industrial and Commercial Analyst II  5037 Technical Review Residential Analyst IV  5038 Township Assessor Liaison	5032
5035 Taxpayer Advocate Analyst III 5036 Technical Review Industrial and Commercial Analyst II 5037 Technical Review Residential Analyst IV 5038 Township Assessor Liaison	5033
5036 Technical Review Industrial and Commercial Analyst II 5037 Technical Review Residential Analyst IV 5038 Township Assessor Liaison	5034
5037 Technical Review Residential Analyst IV 5038 Township Assessor Liaison	5035
5038 Township Assessor Liaison	<b>5036</b> ).
	5037
	5038
5039 18 Automation Analyst III	5039
5040 Division Senior Analyst III	5040
5041 I/C Valuations Analyst III	5041
5042 I/C Valuations Group Leader I	5042
5043 Industrial Commercial Field Inspector III	5043
5044 Industrial/Commercial Group Leader/ Senior Field Inspector I	5044
5045 Payroll Coordinator	5045
5046 Programmer II (Assessor)	5046
5047 Research Analyst III	5047
5048 Residential Group Leader III	5048
5049 Residential Modeling Senior Analyst III	5049
5050 Residential Senior Analyst III	5050

Job Code	Grade	Title	
5051		Residential Senior Field Inspector III	
5052		Specific Properties Senior Analyst III	
5053		Support Staff	
5054		Systems Analyst II (Assessor)	
5055		Taxpayer Advocate Analyst IV	
5056		Taxpayer Information Senior Specialist	
5057		Technical Review Industrial and Commercial Analyst III	
5058		Technical Review Verification Specialist	
5059	19	Automation Analyst IV	
5060		Division Senior Analyst IV	
5061		GIS Analyst I	
5062		I/C Valuations Analyst IV	
5063		I/C Valuations Group Leader II	
5064		I/C Valuations Senior Analyst I	
5065		Industrial Commercial Field Inspector IV	
5066		Industrial/Commercial Group Leader/ Senior Field Inspector II	
5067		Programmer III (Assessor)	
5068		Research Analyst IV	
5069		Research Senior Analyst I	
5070		Residential Group Leader IV	
5071		Residential Modeling Senior Analyst IV	
5072		Residential Senior Analyst IV	
5073		Residential Senior Field Inspector IV	
5074		Senior Programmer I	
5075		Senior Systems Analyst I	
5076		Special Projects Coordinator	
5077		Specific Properties Senior Analyst IV	
5078		Systems Analyst III (Assessor)	
5079		Technical Review Industrial and Commercial Analyst IV	
5080		Web Developer	
5081	20	2nd Pass Coordinator & C/E Specialist	
5082		Automation Analyst V	
5083		Condominium Valuation Group Leader	
5084		Division Senior Analyst V	

Job Code	Grade	'Title	
5085		GIS Analyst II	
5086	٠.	I/C Valuations Analyst V	
5087		I/C Valuations Group Leader III	
5088		I/C Valuations Senior Analyst II	
5089		Industrial Commercial Field Inspector V	
5090		Industrial/Commercial Group Leader/ Senior Field Inspector III	
5091		Programmer IV (Assessor)	
5092		Records Coordinator	
5093		Research Analyst V	
5094		Research Senior Analyst II	
5095		Residential Group Leader V	
5096		Residential Modeling Senior Analyst V	
5097		Residential Senior Analyst V	
5098		Residential Senior Field Inspector V	
5099		Senior Programmer II	
5100		Senior Systems Analyst II	
5101		Specific Properties Senior Analyst V	
5102	-	Systems Analyst IV (Assessor)	
5103		Technical Review Industrial and Commercial Analyst V	
5104	21	GIS Analyst III	
5105		Group Leader of Application Development	
5106		I/C Valuations Group Leader IV	
5107		I/C Valuations Senior Analyst III	
5108		Industrial/Commercial Group Leader/ Senior Field Inspector IV	
5109		Program Developer	
5110		Research Senior Analyst III	
5111		Senior Programmer III	
5112		Senior Systems Analyst III	
5113	22	Communications Specialist/Spokesperson	
5114		GIS Analyst IV	
5115		I/C Valuations Senior Analyst IV	
5116	-	Industrial/Commercial Group Leader/ Senior Field Inspector V	
5117	١	Research Senior Analyst IV	
5118		Senior Programmer IV	

Job Code	Grade	Title
5119		Senior Systems Analyst IV
5120	23	GIS Analyst V
5121		I/C Valuations Senior Analyst V
5122		Research Senior Analyst V
5123	.e.	Senior Programmer V
5124		Senior Systems Analyst V
		Total titles in bargaining unit = 241

# AFSCME Local 3835 Assessor's Office March 23, 2018

# Job Title Series

I/C Valuation Group Leader I/C Valuation Sr. Analyst I/C Valuation Jr. Analyst

Research Sr. Analyst Research Analyst

Condominium Valuation Group Leader/Residential Group Leader Residential Modeling Sr. Analyst Residential Modeling Jr. Analyst Residential Jr. Analyst

Tech. Review Support Staff Group Leader Records Management Specialist Sr. Support Staff Tech. Review Specialist Receptionist Support Staff Supply Assistant

Taxpayer Advocate Analyst
Taxpayer Information Sr. Specialist Group Leader
Taxpayer Information Sr. Specialist
Taxpayer Information Specialist/Freedom of Information Specialist
Taxpayer Information Jr. Specialist

Communication Specialist/Spokesperson Liaison to Foreign Language Community/Liaison to Religious Institutions

Specific Properties Sr. Analyst Specific Properties Analyst			<del>,</del>	
Division Analyst Division Jr. Analyst	•	,		
Resident Sr. Field Inspector Resident Field Inspector Resident Jr. Field Inspector				
Industrial Commercial Group Leader Industrial Commercial Field Inspecto Industrial Commercial Jr. Inspector		Inspector		
Tech. Review Industrial Commercial Tech. Review Residential Analyst	Analyst		 · · · · · · · · · · · · · · · · · · ·	, · · · · · · · · · · · · · · · · · · ·
Second Pass Coordinator and C/E Spo	ecialist			
Sr. Programmer				
Programmer				
Exempt Analyst				
Investigator				
Erroneous Exemption Specialist				
Residential Field Workflow Coordina	tor		 ¥ .	

Non-Active Job Titles as of March 19, 2018 Administrative Assistant **Exempt Department Coordinator** Jr. Programmer **Automation Coordinator Supply Coordinator** Landmarks Analyst Affordable Housing Specialist **Automation Analyst** Division Sr. Analyst I/C Valuations Support Staff Group Leader Residential Permit Group Leader Residential Sr. Analyst Residential Analyst Systems Analyst **Township Assessor Liaison** Payroll Coordinator GIS Analyst I/C Valuation Analyst **Special Projects Coordinator** Web Developer **Records Coordinator** Sr. Systems Analyst Group Leader of Application Development

Program Developer

Van Driver

The Employer and the Union agree to meet to discuss the job series placement, if any, of the non-active job titles listed above in the event any such titles once again become active during the term of this Agreement. The Employer and the Union agree to meet within the sixty (60) day period after such titles once again become active job titles.

### Side Letter

Employees may not use time not yet posted in the Timetracker. Employees may only use the various types of leave only after the leave is posted and appears in Timetracker. If an employee requests time off, but has an insufficient amount of the requested leave in Timetracker, the employee's supervisor will substitute an alternate type of leave for requested time off, if available to the employee. The supervisor will use leave in the following order: Personal Leave, and then Time Due. The Floating Holiday, a full eight (8) hours of Time Due and Vacation Time, even if available, cannot be substituted by the supervisor, as these must be requested at least one (1) day in advance. The supervisor cannot substitute leave the day before or after a paid holiday. Further, Sick Leave may only be used for illness or injury and shall not be used for vacation purposes under any circumstances and therefore can only be used when an employee requests Sick Leave. If the employee does not have any other leave, nor enough of the type of leave requested, the employee will be docked for the deficient amount and may accrue points as described below.

**EXAMPLE**: An employee was scheduled to begin work at 9:00 a.m. He telephones his supervisor before 10:00 a.m. to report that he is ill and requests to use one-half Sick Leave and one-half Personal Leave. The employee has 0.3 days of Sick Leave and 0.7 days of Personal Leave in the Timetracker. The employee also has seven (7) hours of Time Due. The supervisor will use 0.5 days of Personal Leave and four (4) hours of Time Due. No points will be assessed in this circumstance.

**EXAMPLE**: An employee was scheduled to begin work at 8:30 a.m. She telephones her supervisor before 9:30 a.m. to request a Personal Day. The employee has 0.7 days of Personal Leave and eight (8) hours of Time Due in the Timetracker. The supervisor will use 0.5 days of Personal Leave and four (4) hours of Time Due. No points will be assessed in this circumstance.

**EXAMPLE**: An employee was scheduled to begin work at 9:00 a.m. He telephones his supervisor before 10:00 a.m. to report that he is ill and requests to use one-half Sick Leave and one-half Personal Leave. The employee has 0.7 days of Sick Leave and 0.2 days of Personal Leave in the Timetracker. The employee has no Time Due. The supervisor will use 0.5 days of Sick Leave and dock the employee four (4) hours. Points may be assessed in this circumstance.

**EXAMPLE**: An employee was scheduled to begin work at 8:30 a.m. She telephones her supervisor before 9:30 a.m. to report that she is will and requests to use one-half Sick Leave and one-half Personal Leave. The employee has 0.3 days of Sick Leave, 0.2 days of Personal Leave and eight (8) hours of Time Due in the Timetracker. Because the supervisor cannot substitute eight (8) hours of Time Due, the employee will be docked for eight (8) hours. Points may be assessed in this circumstance.

**Cook County Benefit Overview** 

HMO(s)	Benefits Effective until 11/30/2017	Benefits Effective 12/1/2018
Classic Blue Option	Eliminated	Eliminated
Out of Pocket Maximum	All Copays accumulate to OOP  Max	All Copays accumulate to OOP Max
Out of Pocket Maximum	\$1,600 single / \$3,200 family	\$1,600 single / \$3,200 family
Inpatient Facility	\$100 copay per admit	\$100 copay per admit
Preventive	\$0 copay (100% Covered)	\$0 copay (100% Covered)
Other PCP / Urgent Care	\$15 copay	\$15 copay
Specialists	\$20 copay	\$20 copay
X-Ray / Diagnostic tests (performed in lab or hospital)	\$0 copay	\$0 copay
Accident / illness	\$15 copay	\$15 copay
Emergency Room	\$75 copay	\$75 copay

PPO	Benefits Effective until 11/30/2017	Benefits Effective 12/1/2018
Deductible and Out of Pocket Maximum	Copay and Deductibles do accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
Annual Deductible	\$350 / \$700 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
Out of Pocket Maximum	\$1,600/\$3,200 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
Inpatient Facility	90% In network / 60% Out of network	90% In network / 60% Out of network
Preventive	\$0 copay (100% Covered)	\$0 copay (100% Covered)

PCP	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
Specialists	90% coinsurance after \$35 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
X-Ray / Diagnostic tests (performed in lab or hospital)	90% In network 60% Out of network	90% in network 60% Out of network
Accident / Illness	90% coinsurance after	90% coinsurance after

	\$25 copay / 60% Out of network	\$25 copay / 60% Out of
		network
Emergency Room – In / Out of Network	\$75 copay	\$75 copay

Drug	Benefits Effective until 11/30/2017	Benefits Effective 12/1/2018
Prescription Drugs — Retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail	Generic: \$15 copay Brand Formulary: \$30 copay Brand Non-Formulary: \$50 copay Mail Order: 2 x retail
Generic Step Therapy	PBM's generic step therapy program	PBM's generic step therapy program
Mandatory Maintenance Choice	Mandatory mail-order for maintenance drugs	Mandatory mail-order for maintenance drugs

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Vision	Benefits Effective until 11/30/2017	Benefits Effective 12/1/2018
Eye Examination	\$0 copay	\$0 copay
	Once per 12 months	Once per 12 months
	\$0 copay standard uncoated	\$0 copay standard uncoated
Eyeglass Lenses*	plastic	plastic
<u> </u>	Once per 12 months	Once per 12 months
	\$0 copay up to \$100 / Amount	\$0 copay up to \$100 /
Frames	over \$100	Amount over \$100
	less 10%	less 10%
	Once per 24 months	Once per 24 months
Contact Lenses*	\$0 copay up to \$100	\$0 copay up to \$100
Contact Lenses	Once per 12 months	Once per 12 months

<sup>\*</sup>Either eyeglass lenses OR contact lenses are covered every 12 months

Cook County Benefit Overview (Cont.)

Dental – HMO	Benefits Effective 12/1/2015
Annual Deductible	\$0 (None)
<b>Benefit Period Maximum</b>	None
	Requires a Maximum
	Allowance
	Includes 2 exams / cleanings
Preventive	per benefit
	period;
	Includes fluoride treatments
	under age 19
	Requires a copayment for
	each specific
Basic Benefits	service;
Dasio Dellejies	Copayments equal a discount
	of
	approximately 70%
	Requires a copayment for
	each specific
Major Services	service;
	Copayments equal a discount
	of
	approximately 60%
	Requires copayments;
	Copayments equal a discount
	` of
Orthodontics	approximately 25%;
	Max one full course of
	treatment for
	dependent children under 19

Dental – PPO	Benefits Effective 12/1/2015
Annual Deductible	\$25 Individual / \$100 Family (In
	network) \$50 Individual / \$200 Family
	(Out of
	network)

·	· · · · · · · · · · · · · · · · · · ·
	100% of Maximum
Preventive	Allowance (In
(2 exams / cleanings per	network)
Benefit Period)	80% of Maximum Allowance
	(Out of
	network)
Primary Services	80% of Maximum Allowance
X-Rays	(In
Space Maintainers	network)
	60% of Maximum Allowance
	network)
Restorative Services	80% of Maximum Allowance
Routine Fillings	(In network)
	60% of Maximum Allowance
	(Out of
	network)
·	80% of Maximum Allowance
·	(In
Emergency Services	network)
	80% of Maximum Allowance
81	(Out of
	network)
	80% of Maximum Allowance
	(In
Endodontics	network)
	60% of Maximum Allowance
	(Out of
f	network)
	80% of Maximum Allowance
	(În
Periodontics	network)
	60% of Maximum Allowance
1.5	(Out of
	network)
	80% of Maximum Allowance
	(In
Oral Surgery	network)
	60% of Maximum Allowance
	(Out of
	(Out of
	network)
Prosthetics	

	of network)
Orthodontics	50% up to a lifetime max of \$1,250 (In and out of
	network)

Cook County Benefit Overview (Cont.)

Employee Contributions – As a Percentage of Salary (Pre-Tax)

Blue Advantage HMO	Effective 12/1/2016
Employee Only	1.50%
Employee + Spouse	2.00%
Employee + Child(ren)	1.75%
Employee + Family	2.25%

PPO	Effective 12/1/2016
Employee Only	2.50%
Employee + Spouse	3.00%
Employee + Child(ren)	2.75%
Employee + Family	3.25%

Dental		Effective 12/1/2016
	НМО	\$0
	PPO	\$0

Vision		Effective 12/1/2016
	Vision Plan	\$0

# Side Letter

# **Benefit Time Increments**

It is the Employer's intent to maintain the benefit time increments currently in effect at the Public Defenders' Office. In the event the Employer desires to change or revise the increments currently in effect at the Public Defender's Office for legitimate operational needs, it shall notify AFSCME Council 31 in writing, and upon request negotiate (within the meaning of the Illinois Public Labor Relations Act) such change(s) or revision(s).

# MEMORANDUM OF UNDERSTANDING Between AFSCME COUNCIL 31, Local 3835 And COOK COUNTY ASSESSOR'S OFFICE And COUNTY OF COOK

The parties agree that employees subject to layoff will have the broadest possible rights to other positions for which they meet the minimum qualifications within the parameters of the tentative agreement regarding Article 9 dated January 31, 2018, and that such rights will include the ability to bump within job series.

The parties shall continue to meet for the purpose of reaching agreement on the job series which, where possible, will encompass general groupings of job titles that involve similar minimum qualifications and/or categories of work, within thirty (30) days of the date of this agreement.

#### SCHEDULE I BUREAU OF HUMAN RESOURCES AFSCME

										A #4 4	A Steem 4	B.84.
											After 1 Year at 2nd	
			*				1		After 2 Years At	Rate & 10	Longevity Rate & 15	Longevity Rate & 20
									5th Step	Years Service	Years Service	Years Service
Grad	<u>le</u>	Entry Rate1	Entry Rate 2	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly Bi-Weekly	13.784	15.316	15.966	16.646	17.353	18.091	18.863	19.663	20.202	20.710	21.746
	Annual	1,102.72 28,670	1,225.28 31,857	1,277.28 33,209	1,331.68 34,623	1,388.24 36,094	1,447.28 37,629	1,509.04 39,235	1,573.04 40,899	1,616.16 42,020	1,656.80 43,076	1,739.68 45,231
10	Hourly	14.765	16.405	17.104	, 17.831	18.587	19,377	20.201	21.060	21.641	22.184	23,292
	Bi-Weekly	1,181.20	1,312.40	1,368.32	1,426.48	1,486.96	1,550.16	1,616.08	1,684.80	1,731.28	1,774.72	1,863.36
	Annual	30,711	34,122	35,576	37,088	38,660	40,304	42,018	43,804	45,013	46,142	48,447
11	Hourly	15.851	17.601	18.349	19.131	19.942	20.788	21.672	22.594	23.216	23.799	24.988
	Bi-Weekly	1,268.08	1,408.08	1,467.92	1,530.48	1,595.36	1,663.04	1,733.76	1,807.52	1,857.28	1,903.92	1,999.04
	Annual	32,970	36,610	38,165	39,792	41,479	43,239	45,077	46,995	48,289	49,501	51,975
12	Hourly Bi-Weekly	16.964 1,357.12	18.849	19.652	20.488	21.359	22.265	23.212	24.198	24.864	25.488	26,763
	Annual	35,285	1,507.92 39,205	1,572,16	1,639.04	1,708.72	1,781.20	1,856.96	1,935.84	1,989.12	2,039.04	2,141.04
40				40,876	42,615	44,426	46,311	48,280	50,331	51,717	53,015	55,667
13	Hourly Bi-Weekly	18.170	20.189	21.047	21.939	22.874	23.846	24.858	25.915	26.628	27.297	28.661
	Annual	1,453.60 37,793	1,615.12 41,993	1,683.76	1,755.12	1,829.92	. 1,907.68	1,988.64	2,073.20	2,130.24	2,183.76	2,292.88
				43,777	45,633	47,577	49,599	51,704	53,903	55,386	56,777	59,614
14	Hourly	19.508	21.676	22.598	23.557	24.559	25.601	26.689	27.824	28.588	29.306	30,772
	Bi-Weekly Annual	1,560.64 40,576	1,734.08	1.807.84	1,884.56	1,964.72	2,048.08	2,135.12	2,225.92	2,287.04	2,344.48	2,461.76
,			45,086	47,003	48,998	51,082	53,250	55,513	57,873	59,463	60,956	64,005
15	Hourly	21.002	23.335	24.325	25.359	26.436	27.560	28.732	29.952	30.777	31,552	33.428
	Bi-Weekly	1,680.16	1,866.80	1,946.00	2,028.72	2,114.88	2,204.80	2,298.56	2,396.16	2,462.16	2,524.16	2,650.24
	Annual	43,684	48,536	50,596	52,746	54,986	57,324	59,762	62,300	64,016	65,628	68,906
16	Hourly	22,544	25.049	26,114	27.224	28.379	29.584	30.842	32.156	33.039	33.869	35.561
	Bi-Weekly	1,803.52	2,003.92	2,089.12	2,177.92	2,270.32	2,366.72	2,467.36	2,572.48	2,643.12	2,709.52	2,844.88
	Annual	46,891	52,101	54,317	56,625	59,028	61,534	64,151	66,884	68,721	70,447	73,966
17	Hourly	24.193	26.881	28,026	29.214	30.457	31.750	33,101	34,507	35.457	36.347	38.162
	Bi-Weekly	1,935.44	2,150.48	2,242,08	2,337.12	2,436.56	2,540.00	2,648.08	2,760.56	2,836.56	2,907.76	3,052.96
	Annual	50,321	55,912	58,294	60,765	63,350	66,040	68,850	71,774	73,750	75,601	79,376
18	Hourly	25.916	28.795	30.018	31.294	32.623	34.010	35.457	36.962	37.978	38.933	40.881
	Bi-Weekly	2,073.28	2,303.60	2,401.44	2,503.52	2;609.84	2,720.80	2,836.56	2,956.96	3,038.24	3,114.64	3,270.48
	Annual	53,905	59,893	62,437	65,091	67,855	70,740	73,750	76,880	78,994	80,980	85,032
19	Hourly	28.425	31.583	32.927	34.328	35.786	37.305	38.894	40.544	41.661	42,706	44.842
	Bi-Weekly	2,274.00	2,526.64	2,634.16	2,746.24	2,862.88	2,984.40	3,111.52	3,243.52	3,332.88	3,416.48	3,587.36
	Annual	59,124	65,692	68,488	71,402	74,434	77,594	80,899	84,331	86,654	88,828	93,271
20	Hourly	31.214	34.682	36.156	37.694	39,296	40,965	42.706	44.521	45,745	46.893	49.237
	Bi-Weekly	2,497.12	2,774.56	2,892.48	3,015.52	3,143.68	3,277.20	3,416.48	3,561.68	3,659.60	3,751.44	3,938.96
	Annual	64,925	72,138	75,204	78,403	81,735	85,207	88,828	92,603	95,149	97,537	102,412
21	Hourly	34.304	38.115	39.734	41.424	43.184	45.019	46.931	48.927	50.274	51.533	54.109
	Bi-Weekly	2,744.32	3,049.20	3,178.72	3,313.92	3,454.72	3,601.52	3,754.48	3,914.16	4,021.92	4,122.64	4,328.72
	Annual	71,352	79,279	82,646	86,161	89,822	93,639	97,616	101,768	104,569	107,188	112,546
22	Hourly	37.644	41.827	43.605	45.458	47.388	49.404	51.501	53.692	55.168	56.552	59.380
	Bi-Weekly	3.011.52	3,346.16	3,488.40	3,636.64	3,791.04	3,952.32	4,120.08	4,295.36	4,413.44	4,524.16	4,750,40
	Annual	78,299	87,000	90,698	94,552	98,567	102,760	107,122	111,679	114,749	117,628	123,510
23	Hourly	39.482	43.869	45.736	47.679	49.705	51.818	54.020	56.316	57.864	59.318	62.283
	Bi-Weekly	3,158.56	3,509.52	3,658.88	3,814.32	3,976.40	4,145.44	4,321.60	4,505.28	4,629.12	4,745.44	4,982.64
	Annual	82,122	91,247	95,130	99,172	103,386	107,781	112,361	117,137	120,357	123,381	129,548
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#### SCHEDULE I BUREAU OF HUMAN RESOURCES AFSCME

										After 1	After 1	After 1
									٠		Year at 2nd	Year at 3rd Longevity
				·	٠.				After 2 Years At	Rate & 10 Years	Rate & 15 Years	Rate & 20 Years
Grad	-	Ent D-1-4		. ·					5th Step	Service	Service	Service
	- <i>,</i>	Entry Rate 1	Entry Rate 2	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly Bi-Weekly	14.060	15.622	16.285	16.979	17.700	18.453	19.240	20.056	20.606	21.124	22.181
	Annual	1,124.80 29,244	1,249.76 32,493	1,302.80 33,872	1,358.32 35,316	1,416.00 36,816	1,476.24	1,539.20	1,604.48	1,648.48	1,689.92	1,774.48
	•		5_,.50	00,072	00,510	30,010	38,382	40,019	41,716	42,860	43,937	46,136
10	Hourly Bi-Weekly	15.060 1,204.80	16.733	17.446	18.188	18.959	19,765	20.605	21.481	22,074	22,628	23.758
	Annual	31,324	1,338.64 34,804	1,395.68 36,287	1,455.04 37,831	1,516.72 39,434	1,581.20 41,111	1,648.40 42,858	1,718.48	1,765.92	1,810.24	1,900.64
					( 0.,00.	00,104	41,111	42,000	44,680	45,913	47,066	49,416
11	Hourly Bi-Weekly	16.168 1,293.44	17.953 1.436.24	18.716	. 19.514	20.341	21.204	22.105	23.046	23.680	24.275	25.488
	Annual	33,629	37,342	1,497.28 38,929	1,561.12	1,627.28	1,696.32	1,768.40	1,843.68	1,894.40	1,942.00	2,039.04
		00,020	01,042	30,325	40,589	42,309	44,104	45,978	47;935	49,254	50,492	53,015
12	Hourly	17.303	19.223	20.045	20.898	21.786	22.710	23.676	24.682	25.361	25.998	27.298
•	Bi-Weekly Annual	3 4	1,537.84	1,603.60	1,671.84	1,742.88	1,816.80	1,894.08	1,974.56	2,028.88	2,079.84	2,183.84
	Ailliuat	35,990	39,983	41,693	43,467	45,314	47,236	49,246	51,338	52,750	54,075	56,779
13	Hourly	18.533	20.593	21.468	22.378	23.331	24.323	25.355	26.433	27.161	27.843	29.234
	Bi-Weekly	1,482.64	1,647,44	1,717.44	1,790.24	1,866.48	1,945.84	2,028.40	2,114.64	2,172.88	2,227.44	2,338.72
	Annual :	38,548	42,833	44,653	46,546	48,528	50,591	52,738	54,980	56,494	57,913	60,806
14	Hourly	19.898	22.110	23.050	24.028	25.050	26.113	27.223	28.380	29.160	29.892	31.387
	Bi-Weekly	1,591.84	1,768.80	1,844.00	1,922.24	2,004.00	2,089.04	2,177.84	2,270,40	2,332,80	2,391.36	2,510.96
	Annual	41,387	45,988	47,944	49,978	52,104	54,315	56,623	59,030	60,652	62,175	65,284
15	Hourly	21.422	23.802	24.812	25.866	26.965	28.111	29.307	30.551	31.393	32.183	33.791
	Bi-Weekly	1,713.76	1,904.16	1,984.96	2,069.28	2,157.20	2,248.88	2,344.56	2,444.08	2,511.44	2,574.64	2,703.28
	Annual	44,557	49,508	51,608	53,801	56,087	. 58,470	60,958	63,546	65,297	66,940	70,285
16	Hourly	22.995	25.550	26.636	27.768	28.947	30.176	31.459	32.799	33.700	34.546	26 070
	Bi-Weekly	1,839.60	2,044.00	2,130.88	2,221.44	2,315.76	2,414.08	2,516.72	2,623.92	2,696.00	2,763.68	. 36.272 2,901.76
	Annual	47,829	53,144	55,402	57,757	60,209	62,766	65,434	68,221	70,096	71,855	75,445
17	Hourly	24.677	27,419	28.587	29,798	31.066	32.385	33.763	35,197	36,166	37.074	30.005
	Bi-Weekly	1,974.16	2,193.52	2,286.96	2,383.84	2.485.28	2,590.80	2,701.04	2,815.76	2,893.28	2,965.92	38.925 3,114.00
	Annual	51,328	57,031	59,460	61,979	64,617	67.360	70,227	73,209	75,225	77,113	80,964
18	Hourly	26.434	29.371	30.618	31.920	33,275	34,690	36.166	37.701	38.738	39.712	44 600
	Bi-Weekly	2,114.72	2,349.68	2,449.44	2,553.60	2,662.00	2,775.20	2,893.28	3,016.08	3,099.04	3,176.96	41.699 3,335.92
	Annual	54,982	61,091	63,685	66,393	69,212	72,155	75,225	78,418	80,576	82,600	86,733
19	Hourly	28.994	32.215	33.586	35.015	36.502	38.051	39.672	41.355	42.494	43.560	45.739
	Bi-Weekly	2,319.52	2,577.20	2,686.88	2,801.20	2,920.16	3,044.08	3,173.76	3,308.40	3,399.52	3,484.80	3,659.12
	Annual	60,307	67,007	69,858	72,831	75,924	79,146	82,517	86,018	88,387	90,604	95,137
20	Hourly	31.838	35,376	36.879	38.448	40.082	41.784	43.560	45.411	46.660	47.831	50.222
•	Bi-Weekly	2,547.04	2,830.08	2,950.32	3,075.84	3,206.56	3,342.72	3,484.80	3,632.88	3,732.80	3,826.48	4,017.76
	Annual	66,223	73,582	76,708	79,971	83,370	86,910	90,604	94 454	97,052	99,488	104,461
21	Hourly	34.990	38.877	40.529	42.252	44.048	45.919	47.870	49.906	51.279	52,564	55.191
	Bi-Weekly	2,799.20	3,110.16	3,242.32	3,380.16	3,523.84	3,673.52	3,829.60	3,992.48	4,102.32	4,205.12	4,415.28
	Annual	72,779	80,864	84,300	87,884	91,619	95,511	99,569	103,804	106,660	109,333	114,797
22	Hourly	38.397	42.664	44.477	46.367	48.336	50.392	52.531	54.766	56.271	57.683	60.568
	Bi-Weekly	3,071.76	3,413.12	3,558.16	3,709.36	3,866.88	4,031.36	4,202,48	4,381.28	4,501.68	4,614.64	60.568 4,845.44
	Annual	79,865	88,741	92,512	96,443	100,538	104,815	109,264	113,913	117,043	119,980	125,981
23	Hourly	40.272	44.746	46.651	48.633	50.699	52.854	55.100	57.442	59.021	60.504	62 FOD
	Bi-Weekly	3,221.76	3,579.68	3,732.08	3,890.64	4,055.92	4,228.32	4,408.00	4,595.36	4,721.68	4,840.32	63.529 5,082.32
	Annual	.83,765	93,071	97,034	101,156	105,453	109,936	114,608	119,479	122,763	125,848	132,140
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After 1

After 1

After 1

#### SCHEDULE I BUREAU OF HUMAN RESOURCES AFSCME

٠		t				**					After 1 Year at 2nd	
						•	•		After 2	Longevity Rate & 10	Longevity Rate & 15	Longevity Rate & 20
				*					Years At 5th Step	Years Service	Years Service	Years Service
Gra	<u>ade</u>	Entry Rate1	Entry Rate 2	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
. 9	Hourly Bi-Weekiy	14.341	15.934	16.611	17.319	18.054	18.822	19,625	20.457	21.018	21.546	22,625
	Annual	1,147.28 29,829	1,274.72 33,142	1,328.88	1,385.52	1,444.32	1,505.76	1,570.00	1,636.56	1,681.44	1,723.68	1,810.00
			*	34,550	36,023	37,552	39,149	40,820	42,550	43,717	44,815	47,060
. 1	0 Hourly Bi-Weekly	15.361	17.068	17.795	18,552	19,338	20.160	21.017	21.911	22.515	23.081	24.233
	Annual	1,228.88 31,950		1,423.60	1,484.16	1,547.04	1,612.80	1,681.36	1,752.88	1,801.20	1,846.48	1,938.64
			35,501	37,013	38,588	40,223	41,932	43,715	45,574	46,831	48,008	50,404
. 11		16.491	18.312	19.090	19.904	20.748	21.628	22.547	23.507	24.154	24.761	25.998
	Bi-Weekly Annual	1,319.28	1,464.96	1,527.20	1,592.32	1,659.84	1,730.24	1,803.76	1,880.56	1,932.32	1,980.88	2,079.84
		34,301	38,088	39,707	41,400	43,155	44,986	46,897	48,894	50,240	51,502	54,075
12		17.649	19.607	20.446	21.316	22.222	23.164	24.150	25.176	25.868	26.518	27.844
	Bi-Weekly	1,411.92	1,568.56	1,635.68	1,705.28	1,777.76	1,853.12	1,932.00	2,014.08	2,069.44	2,121.44	2,227.52
	Annual	36,709	40,782	42,527	44,337	46,221	48,181	50,232	52,366	53,805	55,157	57,915
13		18.904	21.005	21.897	22.826	23.798	24.809	25.862	26.962	27.704	28,400	29.819
	Bi-Weekly	1,512.32	1,680.40	1,751.76	1,826.08	1,903.84	1,984.72	2,068.96	2,156.96	2,216.32	2,272.00	2,385.52
	Annual	39,320	43,690	45,545	47,478	49,499	51,602	53,792	56,080	57,624	59,072	62,023
14	•	20.296	22.552	23.511	24.509	25.551	26.635	27.767	28.948	29.743	30.490	32.015
	Bi-Weekiy	1,623.68	1,804.16	1,880.88	1,960.72	2,044.08	2,130.80	2,221.36	2,315.84	2,379.44	2,439.20	2,561.20
	Annual	42,215	46,908	48,902	50,978	53,146	55,400	57,755	60,211	61,865	63,419	66,591
15	Hourly	21.850	24.278	25.308	26.383	27.504	28.673	29.893	31.162	32.021	20.007	04.407
	Bi-Weekly	1,748.00	1,942.24	2,024.64	2,110.64	2,200.32	2,293,84	2,391.44	2,492.96	2,561.68	32.827 2,626.16	34.467 2,757.36
	Annual	45,448	50,498	52,640	54,876	57,208	59,639	62,177	64,816	66,603	68,280	71,691
16	Hourly	23.455	26.061	27.169	28.323	29.526	30.780	32.088	33,455	24.274	05.007	00.00
	Bi-Weekly	1,876.40	2,084.88	2,173.52	2,265.84	2,362.08	2,462.40	2,567.04	2,676.40	. 34.374 2,749.92	35.237 2,818.96	36.997
	Annual	48,786	54,206	56,511	58,911	61,414	64,022	66,743	69,586	71,497	73,292	2,959.76 76,953
17	Hourly	25.171	27.967	29.159	30.394	31.687	33.033	34.438	35,901	30 000	27.045	
	Bi-Weekly	2,013.68	2,237.36	2,332.72	2,431.52	2,534.96	2,642.64	2,755.04	2,872.08	36,889 2,951.12	37.815 3,025.20	39.704
	Annual	52,355	58,171	60,650	63,219	65,908	68,708	71,631	74,674	76,729	78,655	3,176.32 82,584
18	Hourly	26.963	29.958	31.230	32.558	33.941	35.384	36.889	20 455	. 00 540	10 500	
	Bi-Weekly	2,157.04	2,396.64	2,498.40	2,604.64	2,715.28	2,830.72	2,951.12	38.455 3,076.40	39.513 3,161.04	40.506	42.533
	Annual	56,083	62,312	64,958	67,720	70,597	73,598	76,729	79,986	82,187	3,240.48 84,252	3,402.64 88,468
19	Hourly	29.574	32.859	34.258	35.715	37.232	38.812	40.465	40.400	40.044		
	Bi-Weekly	2,365.92	2,628.72	2,740.64	2,857.20	2,978.56	3,104.96	3,237.20	42.182 3,374,56	43.344 3,467.52	44.431	46.654
	Annual	61,513	68,346	71,256	74,287	77,442	80,728	84,167	87,738	90,155	3,554.48 92,416	3,732.32 97,040
20	Hourly	32.475	36.084	37.617	39.217	40.884	42.620	44.494	40.040	47.500		_1
	Bi-Weekly	2,598.00	2,886,72	3,009.36	3,137.36	3,270.72	3,409.60	44.431 3,554.48	46,319 3,705,52	47.593	48.788	51.226
	Annual	67,548	75,054	78,243	81,571	85,038	88,649	92,416	96,343	3,807,44 98,993	3,903.04 101,479 .	4,098.08 106,550
21	Hourly	35.690	39.665	41.340	43.097	44.929	46.837	40 00 <del>7</del>	50.004	50 ccc		
	Bi-Weekly	2,855.20	3,172.40	3,307.20	3,447.76	3,594.32	3,746.96	48.827 3,906.16	50.904 4,072.32	52.305 4.184.40	53.615	56.295
	Annual	74,235	82,482	85,987	89,641	93,452	97,420	101,560	105,880	108,794	4,289.20 111,519	4,503.60 117,093
22	Hourly	39.165	43.517	. 45.367	47.294	49.303	51,400	53.582	55.861	57.396	58.837	61.779
	Bi-Weekly	3,133.20	3,481.36	3,629.36	3,783.52	3,944.24	4,112.00	4,286.56	4,468.88	4,591.68	4,706.96	4,942.32
	Annual	81,463	90,515	94,363	98,371	102,550	106,912	111,450	116,190	119,383	122,380	128,500
23	Hourly	41.077	45.641	47.584	49.606	51.713	53.911	56.202	58.591	60.201 -	61.714	64 900
	Bi-Weekly	3,286.16	3,651.28	3,806.72	3,968.48	4,137.04	4,312.88	4,496.16	4,687.28	4,816.08	4,937.12	64.800 5.184.00
	Annual	85,440	94,933	98,974	103,180	107,563	112,134	116,900	121,869	125,218	128,365	134,784
	100				•				-			,,